App. F. IX-4

194 ~~6-47~~ 5-46

(Elel.)

File No. 182-45

Serial Nos. 1, 2, 3, 4, 5, 6

Previous References.
Elel 409/E.C.

Later References.
Dy 255 SC

GENERAL AND REVENUE SECRETARIAT

Serial Nos. 6

Part B for April '47

SUBJECT

Payment of Hot-weather compensation. Agreement with the Jaghirdar of Sivasamudram.

Letter no. 28202 of 27-3-47 from the C.E.E.

Forwards 3 copies of the Agreement.

18/4/47

ELECTRICAL SECRETARIAT. File No. of 194

Serial No.

Subject:- Payment of hot weather compensation for withholding water to the lands of the Sivasamudram Jaghir.

Reference: Correspondence ending with the circular No: 3050(2) dated 18th/21st April 1941.

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1) In connection with the annual payment of Rs941 to the Jaghirdar of Sivasamudram for a further period of 30 years from 1935 for withholding hot weather supply to his lands Govt. in their Order No: EDI 1343-45(2) dated 20th December 1940 directed that a proper & effective agreement should be got executed & submitted for their approval before the payment is made to the Jaghirdar. In accordance with the above direction, we have submitted three copies of a draft agreement before standing in the Jaghirdar for his acceptance & execution. It perhaps that this agreement now submitted herewith protects Govt's interests & secures to them the control of the water in the Cauvery River and above the Sivasamudram Anicut during the period 1st January to the beginning South-West monsoon for a period ~~[illegible]~~ of 30 years.

2) The agreement may be sent to the Law Secy

[P.T.O.

N

6173/40
p 40

. 181 . File No. 6173 of 194 .

ELECTRICAL SECRETARIAT.

9607

Serial No.

9/29.4.41

for favour of scrutiny

Law Sec

3)

4) The Adv. Gen may be consulted.

U.O. No. P 13640 dated 29/4/41.

5) The file is sent with compliments to the advocate-general for favour of scrutiny. The Dept agree to early scrutiny.

Law Secy
29/4/41.

Jno. 967/40-41
29-4-41

Returned with compliments.

6) The following additions and alterations may be made to the draft agreement sent for scrutiny:-

7) (1) The words in brackets in line 3 of page 1 may be transposed to line 5 of the same para, between the words 'time-being' and 'of'.

8) (2) The word 'as' in the same line 3 of page 1 may be omitted.

9) (3) The words commencing from 'and Whereas' in line 3 of para 2 on the same page, to the end of the said para (including the definition of Hot weather) may be deleted.

(Note:-

10) I think there was no concluded agreement.

U.O. No. 127
40-41
6-5-41

SECY. LAW DEPT. 6 MAY 1941 GOVT OF MYSORE

WD 06959—GPB—1,000—11-6-40

O.T.S.

617 P

3

9/5/41

Serial No.

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 2020
Date 7-5-41

agreement. Vide: Paragraph 6 of my note - dated 9/3/1938 in the connected file).

(4) For clause (1) of the draft, the following may be substituted:-

"(1) This Agreement shall be in force till 2-7-1965 and it will be given retrospective effect from 1935".

(5) The definition of Hot Weather may be put in at the end of paragraph (2) (a), with the opening words as: 'Hot weather for the purpose of this agreement inclusive of this clause means the period from ....monsoon'.

(6) After the word 'Government' at the end of clause (4), the words "and shall indemnify them (Government) against any claims of the said tenants for the withholding of the hot weather supply" may be added.

(7) The words 'Mysore Government' in lines 6 and of clause 8 may be deleted.

(8) After the word 'time' at the end of the said clause 8, the words 'and as in force in Mysore' may be added.

The above additions and alterations have been indicated by me in the draft in pencil, and the draft initialled by me.

Morle Ma Khmi Nara Nappa
Advocate General.

H/5.5.1941.

OFFICE OF THE
FIRST MEMBER OF COUNCIL
MAY 7 1941
No. 11421
NOTE—Contn. Sheet.

17) 6/5/41

Not Secy Electrical Dept

6/5/41

9-5-41

1st Mem 2 Dewan

19. Mee 9/5/41

18) 9/5

1095

ELECTRICAL SECRETARIAT. File No: [illegible] of 194 .

Serial No.

R.W.D

Subject:- Petition dated the 10th April 194 from the ryots of Sivasamudram Island praying for the removal of the Kollegal anicut near Ramanathan Bridge.

22) The petitioners in their reference to their representation dated 20-2-41 praying for the removal of the Kollegal Anicut near Ramanathan Bridge & request early action so that their crops may not be put to loss —

23) In this letter dated the 25th Mr. Marengo [illegible] has already stated that the owners of the lands on the Island of Sivasamudram commanded by the Irrigation Canal are residents of the Madras Presidency & it is not possible to determine if the petitioners (Mr. Veerabhadra Mudaliar & others) are actually owners of the lands or if they are tenants of the Jagirdar. He has mentioned that the seven anicuts the canal are not maintained in reasonable repair & the leakage water goes to waste on the Barchukki fields instead of flowing on to this land. He adds that this state of disrepair of the seven anicuts the

(1.5)

[P.T.O.

ELECTRICAL SECRETARIAT.

Serial No.

irrigation canal in the Island has come about through no action of the Mysore Govt: but purely by reason of neglect for many years by the Jagirdar & his ryots. The case is of the opinion that the Mysore Govt. is not bound to install an electrically-driven pump —

24) A draft endorsement to the case forwarding the present petition is hereunto put up as ordered on 21.4.41.

25) Petition forwarded to the CEE for report with no: 2250 2248 dt 22.4.41.
CE's memo no: 338020 dt 26.5.41 is in reply.

26) The CEE states that he has nothing further to add to his no: 1970-702 dated 25-3-41.

27) A draft reply to the petitioners based on the CEE's letter of 25.3.41 is put up for approval & orders.

OFFICE NOTE.

Subject:- Payment of hot weather compensation to the Jaghirdar of Sivasamudram.

---

28) 5. In the latest letter of the Chief Electrical Engineer dated the 16th/17th March 1939, the Chief Electrical Engineer recommends the continuance of the payment of hot weather compensation of Rs 941 even beyond the period of 30 years for reasons set forth in para 2 thereof and those set forth in para 5 of his Memorandum, please vide folios 6 and 7.

29) It may be mentioned in this connection that the above question has been fully gone into by the Government Advocate and the Law Section of the Secretariat. They are of the opinion that the compensation need not be continued as the Jaghirdar is not legally entitled to it. Please vide folios 10 to 21 of stitched Section III. The Orders of Government communicated to the Chief Electrical Engineer on 28th January 1939 were based on the above legal opinion.

30) The Chief Electrical Engineer ~~is now of opinion~~ states in his letter that nothing should be done to deviate from the long standing ---- practice of the payment of Rs 941/- for with-holding hot weather supply and adds that this omission will endanger the interests of the power works at ---- Sivasamudram.

31) The above recommendation of Electrical

7

of the Chief Electrical Engineer may perhaps be agreed to as the annual payment referred to is small when compared to the interests of Government. If the Jaghirdar is allowed to draw water during hot weather he may make a breach in the right side anicut and prevent water from flowing on the left side for power works.

32) The lease for with-holding the hot weather supply may therefore be extended for a further period of 30 or 50 years from 1935 so that our rights may not be jeopardised. The Law Section ~~will~~ may however be consulted in the matter.

Submitted
Secretary)

33) 24/4 24/4.

34) Yes, I think it can be better be referred back to the Law Section. As far as I can see it is true that the agreement or lease was for 30 years only; but this commits either that at the end of the 30 years, the lease must be renewed, or the Mysore Govt. rights to the water surrendered.

35) 25/4

ELECTRICAL SECRETARIAT. File No. of 193 .

Serial No.

Subject:- Payment of hot weather compensation to the Jaghirdar of Sivasamudram.

Reference:- Chief Electrical Engineer's letter No.21187 dated the 16th/17th March 1939.

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36) From a perusal of the history of the case, (Please vide paras 1 to 9 of the Chief Electrical Engineer's D.O. letter No.C.1474 dated the 17th May 1930) it is observed that there is no concluded agreement between the Mysore Government and the Jaghirdar of Sivasamudram on the above subject. But from the terms and conditions detailed in Madras Government letters of 14th and 25th May 1900 and 2nd July 1900 conceding their rights to Mysore for generating power at Sivasamudram, it is seen that one of the terms of the understanding arrived at in the matter was that the Mysore Government should reimburse to the Madras Government for all loss or damage which under the --- decision of a competent Civil Court, might accrue in consequence of Mysore Government's operations through the infringement of the legal rights of private persons. Thus the rights of the Jaghirdar are based on the understanding referred to above. The period of contract with him for withholding hot weather water to land ~~and~~ expired by 1st July 1935 along with the understanding with the Madras Government for power generation at Sivasamudram. But compensation has been paid to him all along up to 1937-38 (Folio 57 of Section II).

37) In the letter under reference, the Chief

[P.T.O.

Subject: Payment of hot weather compensation to the jagirdar of Srirasamudram

6724/P D/ 29.4.39.

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Serial No.

Chief Electrical Engineer recommends that the above payment of the hot weather compensation of Rs 941/- may be continues to be paid even beyond the period of 30 years for 30 years more, the reason being that nothing should be done to deviate from this long standing practice, the omission of which would endanger the interest of the Government of Mysore. The matter has also been fully explained in the memorandum submitted by him.

Para 5 of memorandum.

38) Granting that the agreement or lease was for 30 years only, it connotes that either at the end of the 30 years the lease must be renewed or the Mysore Government rights to the water surrendered.

39) The question may be referred to Law Section for opinion.

Asst Secy Law Section 40) 29/4/39

347/29.4.39

Law

40) On a previous occasion the view was expressed by the Electrical Secretariat that since Krishnarajasagar Reservoir supplies the hot-weather requirements of the Power works, it is no longer necessary to deprive the farmers supply of water to the Jahgir lands and divert the water also to the Power channel.

42) But the C.E.E seems to express an opinion now that

Serial No.

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 1913
Date 9.5.39

nothing should be done to deviate from the long standing practice of withholding hot weather supply as this omission will otherwise endanger the interests of the Power works at Sivasamudram.

43) It is thus a matter for the Administrative Branch to decide whether in the interests of the Power works it is necessary and desirable to renew the lease for a further period of 30 years or more as suggested by the C.E.E.

44) The point on which the opinion of the Law Section is required may also be kindly made clear.

45) [illegible] 9.5.39

Asst Secy
Elec. Secrets
We

Subs.

46) [illegible]

47) is may wait & see what action the Travancore takes

48) Sent up

49) The Manager, Board of Management of the Sivasamudram Goldfields, has asked for reasons as to why the hot weather compensation due to the goldfields has been stopped from 38-39. It is reported both by the S.E. Coimbatore Circle & the C.E.E.

NOTE—Contn. Sheet.

24.8.40.

File No. of 193 .

D.205
General and Revenue Secretariat

that water is not being taken by the Jalagar girls during the hot weather. The C.E.E. however recommends the continuance of the payment of Rs 941, in the interest of the electric supply and to enter into an agreement for utilising the water during the hot weather for a further period of 30 years. But for reasons on the ~~by~~ advice of the Govt Advocate, I decline to discontinue this payment, on the presumption that sufficient water is available in the river after the K.R.S. reservoir was constructed. Actually no water is allowed in the channels. Under these circumstances, I think, the Jalagar is entitled to the compensation and in the interest of the Elec. supply it is desirable to enter into an agreement for another period of 30 years, as recommended by the C.E.E.

50) 11/11/40

Law for the Cmptr

51) 12/11/40

SECY. LAW DEPT. 11 NOV. 1940 GOVT OF MYSORE

3
12/11/40

Law 5/08/40.
135 Notification 40

Serial No.

52) The question at issue is, whether Govt should continue to pay the hot-weather compensation amount to the Jagirdar or not?

53) At flag 'G' in the file below the Govt Advocate, after discussing the legal aspect of the case, has arrived at his conclusion on the following ground:-

54) "The Chief Electrical Engineer says that it is no longer necessary to make use of this supply (hot weather supply), therefore it follows that it is no longer incumbent upon the Govt to compensate the Jagirdar whose claim is it is based only on the infringement of his rights to water of them. The need for such an infringement having ceased, the need for compensating him should likewise cease."

55) Thus, it is on the statement made of the then Chief Electrical Engineer, that the Govt Advocate bases his conclusion.

56) But the opinion of the Chief Electrical Engineer at present is different. He opines that the control of the hot-weather supply is vested in the Govt for a period of over 30 years & if this control is discontinued, then "the interests of the Govt will be endangered". It is because the Govt controls the hot weather supply, that the compensation of Rs 941/ is to be paid to Jagirdar, & as per the views of the present Chief Electrical Engineer the control should yet continue & compensation be paid as usual to the Jagirdar, ~~[illegible]~~

NOTE—Contn. Sheet.

13

File No. of 194 .

C 273

General and Revenue Secretariat

Serial No. 5/9/12-40

DEC 19 ...

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in order to safeguard "the production of Hydro-Electric Power at Sivasamudram"

57) The Law Section is not aware of the fact, as to how the discontinuance of the Control of the hot weather supply would endanger the interests of Govt. so far as the production of Electric Power at Sivasamudram is concerned. But as the Chief Electrical Engineer seriously thinks that the Control of the hot weather supply should not remain vested in Govt; ~~[illegible]~~ then there is no other alternative but to continue the payment of the hot weather compensation as usual to the Jaladar — but this time it may be done under a proper & effective agreement. ~~[illegible]~~

Law Secretary) 58) 3 5/12/40

3823 5/12

59) This small amount of Rs 941/- may be continued to be paid in view of the opinion of the Chief Electrical Engineer on this subject as in previous years.

Secy Elec. Dept.) W.C.

60) Hm 5/12/40 3 5/12/40

I. Minister & Dewan)

61) 8/12

62) 11/12/40

Issued in ED 1343-45 D 20/12/40

Issue 63) 11/12

Dy. no 278
Dt 26/12/40.

General and Revenue Secretariat | File No. | of 194 | [App. F. III-2

Serial No.

Pl. cm 1629

Financial Secy. has not been
Drafts of Jaiz Lists

20/12/40 64) For perusal & instructions if the order may be communicated.

65) 20/12

Fin Sec

66) Appears to be Council matter requiring to be dealt with under the rules, as such as pensnt is involved for 30 years

67) 20/12/40
20/12

Elec Secrett

Chief Secretary
K/C

68)

Cir. memo Sntd
26/12/40.

Signed
26/12

69) The order may now be kindly communicated as sein payment has been approved by Council & sanctioned by His Highness the Maharaja.

27/1

Fin. Secy. 70) 28/1

Pl. cm 1629

Drafts of Jaiz Lists

26
20/1/41

20/1

Communicate.
21/1 22/1/41

Communicated 22/1/41

NOTE—Contn. Sheet.

15

For Disposal by Circulation. **No. C. 321**

..... 1940-41

GENERAL AND REVENUE SECRETARIAT

DEWAN'S OFFICE
C. DIN
NO 4528

Council Matter.

Subject

D278
D18/1/41

1) Payment of hot weather compensation to the Jaghirdar of Sivasamudram.

Circulated to the Members of Council.

2) By Order,
N Visvanathan
Chief Secretary to Government.

26th December ~~193~~ 1940.

First Member of Council. (Seen) 3)

5918
26.12.40 **Second Member of Council.** 4) 26.12

Secy to Govt. Esc dept with compliments 5) 30.12.40

6) Put up D.S. N.
7) 7/1

Reconsidered with the O/c D.S.N. for approval
Dewan,
8) 7/1

Submitted to His Highness.

9) These papers relate to the continuance of the hot weather compensation to the Jaghirdar of Sivasamudram.

10) For withholding the hot weather supply of water to the lands of the Jaghirdar of Sivasamudram in connection with the Power Works, it was arranged with the Court of Wards, when the Jaghirdar of Sivasamudram was a minor, that he should be paid hot weather compensation of Rs.941/- per annum for a period of thirty years. This payment is being made by the Mysore Government since 1901-02.

11) Owing to the altered conditions of the hot weather flow in the Cauvery brought about by the construction of the Krishnarajasagar Reservoir and the large quantities of water available at the Dhanagere and Sivasamudram anicuts during the hot weather, the matter of continuing the payment or otherwise was taken up on the expiry of the period referred to above. After obtaining legal opinion the Chief Electrical Engineer was asked in January 1939 to make payment only for the year 1937-38 and to notify the Jaghirdar or the Board of Management as the case may be that it was not proposed to continue further payments.

12) With reference to this decision, the Chief Electrical Engineer has, in his letter of the 16/17th March 1939, recommended that the payment of the hot weather compensation of Rs.941/- may continue to be paid for a further term of thirty years from 1935, as otherwise water is likely to be drawn by the Jaghirdar for his lands and the Mysore Government would lose control over the river at Sivasamudram which they have been exercising ever since the inception of the power scheme. He is strongly of opinion that nothing should be done to deviate from this long-standing practice the discontinuance of which would endanger the interests of the Government of Mysore.

13) The Chief Electrical Engineer's recommendation was again referred to the Law Secretary for his opinion. He agrees with the Chief Electrical Engineer that the small amount of Rs.941/- may continue to be paid as in previous years, subject to a proper and effective agreement being executed by

Submitted to H. H. (contd.)

the Jaghirdar. The proposal has been agreed to by the Members of Council and I solicit His Highness's gracious approval to it.

(sd) Mirza M. Ismail
DEWAN.

Bangalore,
8th January 1941.

Record of Cases submitted for the Orders of His Highness the Maharaja.

No. 454
9.1.41

Subject.

15) Proposal to continue the hot weather compensation to the Jaghirdar of Sivasamudram.

Chief Secy

17)
12-1-41

NO. 430

Order.

16)
10/1/41.

18)
13.1.41

-9

C 321

General and Revenue
Secretariat.

SUBJECT:—

Proposal to continue the hot weather compensation to the Jaghirdar of Sivasamudram

(*)

31 All urgent or confidential files returned with His Highness' orders may in the absence of instructions or indications to the contrary, be ordinarily circulated to the Members of Council for perusal after the issue of orders.

33. The Secretaries concerned should see that orders in the cases referred to above are issued at once and that the files are returned immediately after to the Chief Secretary for circulation to the Members.

34. In all other cases, the files will first be circulated to the Members of Council at Headquarters and then sent to the Secretariat concerned for the issue of orders.

Circulated to Members of Council for perusal of His Highness, orders before/~~after~~ issue of orders. (*Vide* Rules 31, 33 and 34 of the Subsidiary Rules for the conduct of business of Council in the Manual of Council Rules and Procedure.)

19) [signature]
Chief Secretary to Government.

Through the Secretary to Government,
Electrical Department.

20) [signature] 15/1

13/1

7079
15/1/41

FIRST MEMBER OF COUNCIL. 21) [signature] 15/1/41

6733
16/1/41

SECOND MEMBER OF COUNCIL. 22) [signature] 17/1

Secy: Elec. Deptt. with Compliments

23) [signature] 17.1.41

Issue

24) [signature] 17/1

17/1

NOTE.—Contn. sheet

WD 01183—GPB—500—16-10-40

D 436
ELECTRICAL SECRETARIAT.

File No. of 19 .

D/19/2/41

Serial. No.

Subject:- Payment of hot weather compensation to the Jaghirdar of Sivasamudram.

Reference:-Letter No.77B/40 dated the 10th February 1941 from the Manager, Board of Management Sivasamudram Jaghir.

---

25) The Manager of the Board of Management, --- Sivasamudram Jaghir, requests that a copy of the agreement executed in 1905 may be caused to be sent to him to enable further action being taken in the matter.

26) From a perusal of the history of the case (please vide paras 1 to 9 of the Chief Electrical Engineer's D.O. letter No.C.1474 dated the 17th May 1930) it is observed that there was no concluded agreement between the Mysore Government and the Jaghirdar of Sivasamudram on the above subject in 1905. But from the terms and conditions detailed in ~~Madras Government~~ letters ~~of~~ dated the 14th and 25th May 1900 and 2nd July 1900 conceding the~~ir~~ rights of Madras to Mysore for generating power at Sivasamudram, it is seen that one of the terms of the understanding arrived at in the matter was that the Mysore Government should reimburse to the Madras Government for all loss or damage which under the decision of a competent Civil Court might accrue in consequence of Mysore Government's operations through the infringement of the legal rights of private persons. The --- Jaghirdar of Sivasamudram was a minor at that time. Based on the understanding referred to above, payment of hot weather compensation at Rs 941/- per annum to the Jaghirdar of Sivasamudram for withholding

[P.T.O.

D43b Subject: payment of Hot weather Compensation to the Jaghirdar of Sivasamudram

File No. of 19 . ELECTRICAL SECRETARIAT. D436

Serial No.

withholding hot weather supply to his lands was being made by the Mysore Government since 1901-02.

27) It has now been decided by Government to continue the payment for a further period of 30 years from 1935. The Chief Electrical Engineer has been requested to obtain an effective agreement executed by the Jaghirdar or the Board of Management before making payment. It has also been ordered that the agreement should be submitted to Government for approval. In the light of the above, the Chief Electrical Engineer will be requested to expedite the same.

DEWAN'S OFFICE 20 FEB 1941 NO. 5516

28) The Manager, the Board of Management will also be informed, if approved, with reference to his letter (Para 6) that as there was no concluded agreement in 1905 between the Mysore Government and the Jaghirdar of Sivasamudram, the Chief Electrical Engineer will send a copy of the draft agreement to be executed by him.

18/2/41

Submitted 19/2

DEWAN
Through the
Law Secretary

29) 4/2

30) 20/2/41.

31) 20-2-41

Issue

32) 4/2

Issued in No. EDS-1832 D/27/2/41

Subject:- Hot weather compensation payable for the lands on the Sivasamudram Island.

Electrical
~~PUBLIC WORKS~~
SECRETARIAT.

File No. of 194 .

Serial No.

Reference:- Letter No.12793 dated the 11th December 1941 from the General Superintendent, Cauvery Power Scheme.

33) The General Superintendent, Cauvery Power Scheme has submitted a letter dated 8th December 1941 received from the Jaghirdar of Sivasamudram on the above subject and also the petition dated 30th November 1941 of the ryots of Sivasamudram Jaghir addressed to the Jaghirdar in the matter, and states that the petition may be a reply to letter No.EDS.2649 dated 14th June 1941 and requests early orders of Government thereon. He also states that as directed in letter No.EDS.2512 dated 22nd May 1941, the draft agreement was sent to him for completion and that the Jaghirdar has merely stated that the matter is receiving his attention. The payment of hot weather compensation of Rs 941/- per annum for another period of 30 years from 1935 has been sanctioned by Government in G.O.No.EDS.1343 dated 20th December 1940 and it has been later on ordered that payment be made after the agreement is executed. As the Jaghirdar is putting off its execution payment of compensation could not be done, ~~he does not have seem to have accepted payments.~~

2.34) The hot weather compensation now claimed by the ryots of Sivasamudram Jaghir is at the rate of Rs 15/- per acre for 941 acres as against Re.1/- per acre paid all along which was determined in Madras Government letter dated 25th February

25th February 1902 for reasons mentioned in para 4 thereof. The General Superintendent, Cauvery Power Scheme states ~~that~~ that this demand is abnormal.

35) The petitioners have also stated that sluices in the anicut should not be closed on the 10th January 1942 as is being done every year and the Jaghirdar has also repeated the same demand. The General Superintendent states that in --- accordance with the procedure in force in the Mysore State, the irrigation season is from 10th June to 10th January and as Mysore Government have agreed to pay hot weather compensation to the Jaghirdar for withholding water from the lands under the Dhanagere canal as well as under the canal on the Sivasamudram Island, we have a right to withhold water from his lands from the 10th January to 10th June or till the freshets come in the river and that their request not to close the sluices on the 10th January does not seem to be reasonable. He requests in this connection that an urgent letter may be addressed to the Jaghirdar not to interfere with the usual procedure of shutting off the water from the lands under the Dhanagere Anicut as well as on the Sivasamudram Island from 10th January pending settlement of the question. He invites reference to his U.O.No.12002 of 4th December 1941 on the subject of sluices in the Dhanagere Anicut and requests that early inspection by the Minister may be arranged and orders passed.

36) It may be mentioned here that the Deputy Commissioner, Mandya District has submitted for information a copy of report received from the District Superintendent of Police, Mandya enclosing a report of the Police Sub-Inspector, Malavalli. It is stated therein that

(i) there are 2 sluices in the Dhanagere Anicut belonging to the Jaghirdar of Belakavadi and the other to the Cauvery Power Scheme.

(ii) that it was learnt that there was an agreement between the Jaghirdar and the Government of Mysore to the effect that the

Electrical
~~PUBLIC WORKS~~
SECRETARIAT.

File No. of 194

Serial No.

Cauvery Power Scheme sluice at the above ~~circuit~~ anicut should not be opened prior to 10th January every year and that in case of doing so, a sum of Rs 1,000 per day has to be paid to the Jaghirdar:

(iii) that on the 26th November 1941 a notice was issued to the General Superintendent, Sivasamudram from the office of the Jaghirdar, Belakavadi --- asking him to pay Rs 1,000/- per day as per the agreement as he has opened the Cauvery Power Scheme sluice from the 10th November 1941 contrary to the conditions of the agreement, that the General Superintendent has admitted that he opened the sluice from 14th November 1941 and closed on the evening of 29th November 1941 and that the --- Jaghirdar wants to proceed against the Electrical Department for the recovery of Rs 15,000/- i.e. at Rs 1,000/- per day from 14th November 1941 to 29th November 1941 as per the conditions of the agreement: and

(iv) that it is learnt that about 20 or 22 years ago there was a similar instance and that Government paid Rs 18,000/- to the Jaghirdar.

37) ~~6.~~ The General Superintendent, Cauvery Power Scheme has not mentioned anything about the above.

W) ~~6.38~~ It may be stated here that in 1914 the discharge in the river Cauvery during the early part of June 1914 fell so low as to cause heavy shutdowns at the Mines, when the Government were

3490/641

D.745.
17.12.41.

were pleased to agree to the payment of a sum of Rs 1,000/- per day for 16 days from 7th to 22nd June 1914 (both days inclusive) to the Jaghirdar of --- Sivasamudram for having consented to keep open the Scouring Sluices of the Dhanagere Anicut till freshets came down the river.

39) If approved the General Superintendent, Cauvery Power Scheme, will be requested to offer his views in the matter.

DEC 17 1941
6201

40) 41) Legal opinion was obtained for the payment of Rs 941 as lost water compensation at the then agreed rate of Re 1 per acre. The Jagirdar has not received this agreement though there was no written agreement. There are 2 questions now to be decided (1) Whether compensation should be paid for opening the C.P. Sluice before the fixed date, as was done in the past. The reason for this may be obtained from the G.S. CPS. (11) The rate of compensation for the usual lost water compensation. The Law Secy may be consulted with the members of the decision of the Bd when the Jagirdar was a minor, as it was working after the lapse of 3 years.

(1) yes

(2) yes

43) Please expedite consultation with members

42)

Law Minister

44)

Legal opinion file no. 135 41-42 23-12-41

23/12/41

45) Law Secretary

46) 47)

23.12.41

Law
23 DEC. 1941

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48) The discussions in this File go to show that the payment of the hot weather compensation at the rate of Re.1/- per acre, viz., Rs.941/- to the Jagirdar has been ordered by Government to continue for a further period of 30 years under an effective agreement. The agreement in question is Flag Q.

49) But the Jagirdar has now raised contentions and is evading the execution of the agreement proposed by us -- this is evident from the P.U.D. and Flags K and M. Of the contentions put forth, these are two main contentions, viz., (1) the closing of the sluice on 10th January and (2) the raising of the rate of hot weather compensation from Re.1/- per acre to Rs.15/- per acre.

50) The question now put to the Law Department is, whether the decision of the Board when the Jagirdar was a minor, is still binding after the lapse of 30 years - in other words, have the Government acquired any rights by virtue of the previous agreement, to ensure a sufficient supply of water for the Power Works during the hot weather months and can those rights be ~~aga~~ enforced against the Jagirdar ?

51) So far as I can discern from the facts on record, the dispute is regarding the use of the Cauvery water. As a matter of fact, apart from any agreement, the Government of Mysore have, what is called Riparian Rights in the waters of the Cauvery River, along with

the Madras Government and also private landowners, by the side of whose lands, the River Cauvery flows. But these rights of Reparian owners are subject to the paramount power of Government to regulate the distribution of water in all natural rivers.

52) Anyway, in the exercise of this right of Government to regulate the distribution of such waters, if Government make use of the water for a non-riparian purpose, then action lies against Government, if Government deprives the Riparian owner of his accustomed supply of water. In this case Government are using the Cauvery water for a non-riparian purpose (i.e.) for the generation of Electricity, and as such, Government will have to use the waters in such a way so as not to deprive ~~him~~ the rights of other Réparian owners to their accustomed supply of water to their lands - and if their accustomed supply is cut-short; then Government are bound to give to the Réparian owner who is affected by the shortage of the accustomed supply of water, adequate compensation.

53) It is on this principle that the previous agreement was made for the giving of hot weather compensation to the Jagirdar who is a Réparian owner. Under the previous arrangement, the rate for compensation was fixed at Re.1/- per acre, and as such the Jagirdar was being given Rs.941/- per annum towards compensation for

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for the shortage of hot weather supply. This was thought then a reasonable rate. But this agreement was effected during the minority of the Jagirdar. Facts show that, after the Jagirdar attained majority, this arrangement was ratified and acted upon by him. Agreements entered into between parties, during the minority of one party, are binding on the minor when he attains majority, if it is ratified & acted upon by him, & even if not ratified, if it is for his benefit and not disadvantageous to him. But it is not incumbent on the present Jagirdar to accept the ~~xxk~~ rate of Re.1/- only at all times. Circumstances may change and according to altered circumstances the rates also will have to be changed. At present we are entering into a new agreement with the Jagirdar, and he in the exercise of his rights can demand a higher rate.

54) Thus, the question of the increase of the rate towards hot weather compensation is a question of fact, to be determined by the parties after taking into consideration the measure of damage that the Jagirdar will have to suffer by the shortage of hotweather supply. It may be Re.1/- per acre or less or more, but the Government cannot ~~xx~~ legally force the Jagirdar to accept the previous rate of Re.1/- at all times.

55) The next question is the "closing of the sluice in the Power anicut on 10-1-42." The contention of the Jagirdar as is seen from Flag K letter is as follows:-

NOTE—Contn. Sheet.

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"As pointed out by the ryots, the sluice in the anicut should not be closed on the 10th January as the previous agreement between the Government of Mysore and the Jagirdar has expired long ago and no new agreement has yet been concluded. Pending the execution of the new agreement, I request you to see that the sluice in the Power Anicut is not closed on 10-1-42, as you are in the habit of doing."

51) From Flag K it can be inferred that under the old agreement Government were always in the habit of closing the sluice in the Power Anicut on the 10th of January of every year and it is for this reason, that Government are paying to the Jagirdar the hot weather compensation. Unless the Jagirdar shows that the conditions which existed, when the previous agreement came into effect, do not now exist, the Jagirdar is estopped from raising this plea. The previous agreement is not challenged by the Jagirdar - it is accepted by him and that agreement came into effect some forty years ago. So I can safely presume, that the Government are in the habit of closing the sluice every year on or from 10th of January and this they are doing for over 30 years and as such Government have acquired an easementary right to divert the water for their purpose by means of closing the sluice. There can be no doubt that Government in this case is the dominant

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owner, and the Jagirdar is the servient owner. As Government are (under the previous agreement, which is binding on the present Jagirdar in as much it was satisfied and acted upon till now by all) using this sluice by closing it uninterruptedly on or from 10th January every year for over 30 years, Government have acquired the easementary right to close the sluice from 10th January every year and the Jagirdar has no voice to question this right, unless it is shown by the Jagirdar that the circumstances have since changed. No doubt under law the dominant owner cannot increase the burden of the easement on the servant owner, and if he increases it then the latter has right of action, against the former. For example, if the sluice gate is widened by Government then more water than usual will be obstructed and in that event the Jagirdar will have a right of action against the Government. But he has no right to direct the Government not to close this sluice on or from the 10th January. - He is estopped from saying so.

57) 3
Law Secretary) 7/1/42

WD 04155—GPB—55,000—23-10-41

3490.

payment of Hot Weather Compensation to the Jahagirdar of Shivasamudram.

31

General and Revenue Secretariat

File No. of 194 . [App. F. III-2

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Please see typed matter 32

against the former. For example, if the sluice gate is ordered by Govt, that more water than usual will be obstructed, in that event the Jagirdar will have a right of action against the Govt. But he has no right to direct the Govt and to close the sluice gate on or from 10th January — he is estopped from saying so.

Law Secretary) 3 7/1/42

58) The file has once been dealt with by the Advocate-General and hence it is better that his opinion also is also obtained. The important question for consideration is what are the legal rights of the Mysore Govt for the use of water and the liabilities they may be subjected to if the Close the sluices belonging to the Jahagirdar during hot weather. The Law Minister intends to inspect the spot on 15th inst. The Advocate-General may kindly furnish his opinion early (by the 10th inst.)

59) Hm 7.1.42.

Fwd 509/41-42 of 7.1.1942

G.O. No 87 of 7.1.1942

60) The file is sent with compliments of the advocate general for favour of opinion

NOTE—Cont. Sheet.

WD 04155—GPB—55,000—23-10-41

(1) Law 7/1/42

32

3490

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62) The file is returned, with compliments, to the Law Secretary, as desired this day.

63) Moulanakhan Narasappa
Advocate-General.

H/9.1.42.

64) The question for consideration is whether the decision of the Board when the Jaghirdar was a minor is still binding on him. ~~after the lapse of 30 years.~~ The Government of Madras have in a letter dated 25th February 1902 agreed to the grant of a long lease of the entire vested rights of both the Estate and its tenants (the Sivasamudram Estate) to the water supply which the Government of Mysore received from the Dhanakere channel. The Jaghirdar was a minor at that time but the Government of Madras acting on behalf of the then minor granted the lease for a period of 30 years on the terms mentioned in the letter of 25th February 1902. The two important terms of the lease were that the Government of Mysore should pay a sum of Rs.941/- every year to the Sivasamudram Estate and the Government of Mysore were given the right to the use of the water during the hot weather months i.e. from 10th January to 10th June of every year. The Mysore Government have been paying Rs.941/- annually for the last 35 years and exercised the use of the water. The matter

E)

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was referred to the Government Advocate in 1939 and he opined that there was no completed agreement between the Government and the Jaghirdar. However, at a later stage the Government of Mysore came to the conclusion that it would be better to pay Rs.941/- annually to the Jaghirdar and obtain a lease of the rights for a further period of 30 or 40 years. The Jaghirdar does not seem to be agreeable to renew the lease on the old terms.

65) So far as the decision of the Board in 1902 is concerned, that would bind the Jaghirdar who did not repudiate the action of the guardian i.e. the Court of Wards, within three years of his attaining the majority. Moreover, even in that letter of the Madras Government, it is stated as follows:- "But the Jaghirdar's right to litigate the question, if so advised, on attaining majority cannot be barred - and this must be understood". But he has not questioned any of the terms that were agreed to and acted upon by both parties till recently. Having acquiesced in the arrangement for more than the statutory period during which he could have questioned those terms, the decision of the Board is binding on the Jaghirdar. But the 30 year period has expired.

66) The Power House was constructed on an understanding that came into existence between the Governmen of Mysore and Madras in 1902. The Government of Madras have stated that the Government of Mysore should compensate the ryots, if they suffer by the act of the Mysore Government. But the Jaghirdar cannot prevent the Government of Mysore ~~to~~ from exercising their rights. All that he and his tenants can claim is the damages

NOTE—Contn. Sheet.

3[illegible]

D. 745.
8/10.1.42.

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they may be put to.

67) The Government of Mysore have been exercising the right for the use of the water for a period of more than 30 years on payment of a certain amount to the Jaghirdar. This might be of the nature of an easement and perhaps be binding on the Jaghirdar irrespective of any contract. I have not been able to go through the question fully nor the Advocate General has been able to furnish his opinion. Anyhow, if the Department finds that it is absolutely necessary to close the sluice or to exercise the rights which they were doing till now, the only course left open to them is to do so, leaving the Jaghirdar to fight out his case in a Court of Law. So far as the amount of compensation is concerned, the letter dated 25th February 1902 sent by the Madras Government explains the position accurately and the Jaghirdar and his ryots may not be entitled to more than one rupee per acre towards compensation even in a Court of Law. The legal aspect may be further examined after the inspection of the spot by the Minister for Law.

JAN 10 1942
No. 7042

Secy Elec. W/c.

8) Hon 2 9.1.42.
9/1/42

69) The G.O. cpy has been promptly issued to close the sluices for today and to await further action of the Jagirdar. The opinion of the Advocate General will also be awaited.

70) Yes, early
10/1

71) Yes, early
72) 10/1

73) Has the Secy been informed?
10/1

Serial No.

74) The Deputy Commissioner, Mandya Dt has been addressed in No. EDS 2118 dt 17/1/42.

75) The file will, if approved, be sent to the Law Secretary for obtaining the opinion of the Advocate General.

76) 19/1

77) 29/1

Law Sec

78) The Advocate General may be requested to furnish his opinion early.

79) 20.1.42

80) D.O. No. 91 of 21-1-1942
The file is sent with compliments to the advocate general for favour early opinion.

81) K Bowrey
Sr Secretary (Law)
21/1/42.

For 550/41-42 of 21.1.42

Returned with compliments.

82) To the precise question raised by the Secretary to Government, Electrical Department, viz., whether the "decision of the Board (apparently the Court of Wards is meant) when the Jaghirdar was a minor is still binding after the lapse of 30 years" the answer is

[P.T.O.

No. 82
41-42
25.2.42

SECY. LAW DEPT. 1148 5 FEB. 1942 GOVT OF MYSORE

36

D.745.
8/9.2.42.

3496 / 42-57

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answer is in the affirmative as the Court had ample power to do so under Section 35 of the Madras Court of Wards Act. The points regarding the kind of legal relationship between the Government of Mysore and the Jaghirdar, the nature and conclusiveness of the agreement between the two were all discussed by me in my notes made on 9-3-1938 (Vide this office U.O. No.113/37-38 of that date) to which I find little to add as no new data are forthcoming.

FEB 9 1942

(7)

83) Mokenlakshmi Rao
Advocate-General.

CSN/4.2.42

84) Hm
5.2.42

85) The file may now be sent to the Secretary, Electrical Dept.

Law Secretary. 86) 5/2/42

Secy E&C
W/C

87) Hm
6.2.42

5/2/42

Law Minister 88) 8/2

89) I have given detailed instructions to the A.E. Mandya for negotiations. After the terms are settled, the agreement may be drafted.

90) 20/3/42

91) 20/3/42

Mr Hm
20/3

D·1293·
2·4·42·

37

ELECTRICAL SECRETARIAT. File No. of 194

Serial No.

APR 2 1942
10072

W) Reference D O letter No T C 149/41-42 dated the 26th March 1942 from Mr. C.M.H. Ranajodha Singh, Dy Commissioner Mandya to Mandya

92) States that the Minister for Law was pleased to inspect the Dhamaghra Anicut & Channel on 17.3.42, along with the General Supt C.P.S. and gave him instructions in connection with the agreement to be entered into by Govt with the Jagirdar of Sivasamudram, as detailed in the letter under reference

93) He requests that these may be submitted to the Minister and to issue necessary instructions in the matter as already requested by him in his letter dated 22-2-42. He adds that after hearing from the Secy Elec Dept, he would arrange to meet the Members of the Board of Management for a definite and final settlement of the issues.

X)

94 2/4/42

Law Minister 95) 2/4/42

96 He may bring about a settlement as early as practicable. The present letter was unnecessary

97) 2/4

[P.T.O.

All this paper is unnecessary. Such cases should be decided by Parties concerned. Put up after disposal of the matter under reference

1/4/42

Noted

3rd, Noted.

2/4/42

38

Hot Weather Compensation to the Jaghirdar of Sivasamudram

File No. of 194 . | ELECTRICAL SECRETARIAT.

Serial No.

Draft reminder submd.

16/5/42 98) 16/5/42

Issued in No. ED. 3775 dt 18/5/42.
Submitted with a draft reminder

26/5/42 99) 28/5/42

Letter No. Tc 149/41-42 dated the 29th May 1942 from the Deputy Commissioner, Mandya Dt. stating that he interviewed the Jaghirdar & his brother, and Mr Raja Bahadur Mudaliar Advocate High Court Madras, the Counsel on behalf of the Jaghirdar on the above subject & enclosing a copy of proceedings of the meeting and adding that they are not amenable to a reasonable settlement of the matter out of Court & there is no use having further interviews etc. R.D

100) The points mentioned in the proceedings referred to are B

i That they are not agreeable to accept Rs 2/- per acre as Compensation but argue that any sum between

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Rs. 5 1 7/- would be reasonable amount

(ii) That the Advocate says that there was an agreement between the Jaghirdar & the Mysore Govt in 1906 & refers to a letter dated 8-3-1906 enclosing a draft agreement from the Superintending Engr to the Jaghirdar;

(iii) regarding closing of the Scouring Sluices in the Dhenaipur Anicut, they want to take technical opinion before committing themselves to the Condition proposed

(iv) That they have no objection to allow Mysore Govt to keep the Dhenaipur Anicut in repairs

(v) That they agree to allow the sluices in the Kollegal Anicut to be kept closed from the 10th January to the 10th of June of every year

(vi) That Mysore Govt should pay them Compensation even during the wet weather if there is failure of crops for want of proper supply of water (reference, letter of 8.7.1930 of Mysore Govt)

(vii) That in lieu of wet weather Compensation for paddy crops, they are agreeable to the second of the three alternatives proposed by Madras Govt, viz restoring [P.T.O. the

Hot weather compensation to the Jaghirdar of Swasamudram.

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raven Anicuts & keeping them in good order & that they want to consult their rights in this matter before committing themselves, and

(viii) that they are not agreeable to the clause inserted by the Mysore Govt to the effect that they should surrender once for all, all other points of dispute & say that they want to reserve their rights to agitate for any other rights whenever any dispute arises.

A memorandum of the Jaghirdar of Swasamudram dated 15-5-1942 is also enclosed by the Dy Commr.

101) Submitted for orders. It is seen from Flags F & C that there was no concluded agreement between the Jaghirdar & Mysore Govt as alleged by the Jaghirdar.

(File re Dhanapuri Anicut is linked in)

CEE 9/6/42 102 3/6

WD 02880—GPB—2,000—18.7.41

P.T.O.

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103) Now that the Jaghirdar is asking for impossible terms for the hot weather cultivation of his lands between 10th January and 10th June of every year, it will be necessary to contest his claims which may be put in a court of law.

104 The three main questions in this file are as follows:-

105) (1) Whether it is necessary to deny to the Jaghirdar the hot weather supply for the cultivation of his lands even after the construction of the Krishnaraj Sagar.

106) (2) If so, in view of his recalcitrant attitude whether Mysore Government have easementary rights to close his gates and open their gates on the 10th of January every year up to the 10th of June.

107) (3) What would be the compensation due to the Jaghirdar to reimburse him for the loss of hot weather crops.

108) (1) In 1937 the Chief Electrical Engineer was of opinion that it is not necessary to deny to the Jaghirdar the hot weather supply at Dhanagere as the K.R.S. reservoir had been constructed and was in operation. In 1939 however the same Chief Electrical Engineer

[P.T.O.

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was of opinion that it would be dangerous to allow him this supply and it would jeopardise the full working of the power house if it depended upon the action of the Jaghirdar in diverting water to his lands. That is why the amount of Rs 941 was paid to him up to 1937 and attempts were made to renew the contract for another period of 30 years. No reasons are given by the Chief Electrical Engineer as to why he considers it inexpedient to give the supply for the hot weather cultivation of the Jaghirdar's lands. According to the letters of the Madras Govt Gazette 25 Feb 1902 & 23-5-1905 marked 'P' and 'J' the acreage entitled to this supply is as follows:- on Govt of 23.V.1905

	661 acrres of wet
	1800 acres of wet
	3½ acres of garden land
Total	844½ acres

109 The compensation is paid at the rate of Rs 1/- per wet acre totalling Rs 841 plus Rs 100 for the garden land, Or in all, an aggregate sum of Rs 941/-. The quantity of water necessary for the irrigation during hot weather to this extent of land would be at the most 7 cusecs, for the cultivation of horse-gram ~~and~~ or similar crops which they were doing before we acquired rights in the Dhanagere anicut. The position

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of cultivation has been described by the Government of Madras in their letter dated 22nd February 1902 as follows:-

(ii) "During the months of March and April the tenants are in the habit of growing horse-gram and similar crops on their lands for use as green manure..... In the absence of sufficient rain to grow these crops the ryots xxx occasionally irrigate their lands with channel water.....In years in which both rain and channel water fail, the ryots resort to the use of leaf manure specially collected from the neighbouring forest lands at an approximate outlay of Rs 2/- per acre. Taking this as a reasonable standard of compensation, it is proposed that the compensation payable to the estate and its tenants for giving up their right to the hot weather supply of the channel should be fixed at Rs 1/- per acre in respect of the entire irrigable area".

(iii) Then again as regards the Jaghirdar's right for the cultivation of sugarcane and other crops in this area, the Madras Government says as follows:-

(iv) "His Excellency the Governor-General in Council is not prepared to admit the [P.T.O.

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alleged right or to support the claims for additional compensation made therefor".

113) From the above extracts it will be seen that the Jaghirdar's claim for hot weather supply is limited to the extent defined above and xxx his present claim that he is going to raise garden and wet crops on the irrigable area is not tenable as the waters of the Cauvery have been ceded to the Mysore Government by the Madras Government subject only to the riparian rights of third parties which were in existence at that time. For this cession, the Madras Government gets a specific royalty.

114) It is thus clear that the Jaghirdar is not entitled to anything more than 7 cusecs between 10th of January and the 10th of June. In my opinion if the Jaghirdar does not come to a reasonable settlement, we may agree to give 7 cusecs in that period from the Dhanagere anicut under our regulation. I think we can well afford to give this hot weather supply to him. This appears to me the only way to bring him to reason.

This will create fresh trouble. We need not give him water
2/9/42

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115) (2) If however the Electrical Department is not in favour of this the question arises as to whether we have easementary rights to close his gates and open ours from January 10th to June 10th. The opinion of the Law Secretary and the Assistant Law Secretary is quite clear on the subject that we have easementary rights to act in this manner, as we have used this procedure for drawing our water for the power house since 1902. But this easementary right seems to be confined only to the sluices in the Kollegal anicut and not to the Dhanagere anicut. It would appear that so far as the Dhanagere anicut is concerned, the scouring sluices of the Jaghirdar are kept open by him. If for any reason he chooses to close them, the water will still be available to us so long as he does not draw it through the irrigation channels. Under the agreement with the Government of Madras, he is not entitled to anything more than the hot weather supply for his lands between January 10th and June 10th (or till the freshets arrive). His riparian rights do not stretch farther than this. There would be no reason therefore for him to close the scouring sluices.

[P.T.O.

116

D. No. 94.
15.7.42

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ELECTRICAL SECRETARIAT.

Serial No.

94.
15.7.42

536.

116) (3) Then arises the question as to what is the compensation that is due to him. On the admissions of the Madras Government, ~~xxxxxxxxxx~~ themselves in their letter dated 25th February 1902 acting on his behalf as his guardian, it is ~~admitted~~ seen that Rs 941/- is a reasonable compensation. Even if he were to contest this in a court of law, he cannot get more than twice this amount under the present valuation of agricultural lands. As against this sum, for 7 cusecs of water given to him, the Electrical Department loses an equivalent of 200 H.P. generated at Shimsha for a period of 6 months or 175 H.P. generated at Sivasamudram. At the rate of 125 per H.P. generated, the price of this power is Rs 12,500 at Shimsha or Rs 11,000 at Sivasamudram for 6 months.

Quite so - This is the value of the land measure which they had to use in years when water failed.
2/9/42

117) I think a final ultimatum may be sent to the Jaghirdar on the above ~~terms~~ lines and he may be asked to accept the amount of Rs 941/- per annum offered by us for 30 years more. If this proposal is not acceptable to him, we may await his legal action.

We need not make any further offer. Let them come forward or leave alone with the Govt.
2/9

Law Minister 118) 15/7/42

WD 04581—GPB—2,000—26-10-39

119)

D. 94.
9. 3/9/1942

ELECTRICAL SECRETARIAT.

Payment of hot weather compensation to the Jagheerdar of Tirvasamudram.

File No. of 194 47

Serial No.

Dewan) 120) 3/9/42

121) 4.9.42

(122) 4/9/42 4/9/42

DEW... OFFICE
3. SEP. 1942
No. 2024.

Submitted with a draft to G.S.C.P.S. (with Copy to the Dy. Commr., Mandya Dt)

123) 5/9/42 Issue 5/9/42

Issued in No 9/DS 712 dated 6/9/42

Is there not a reply from the Residency pending reply to this? 4/9/42

17/9/42

Resubmitted

A reply is due to the Residency letter No. R7259-40 dated 8-1-1941 re repairs to Dhamagere Anicut. Note continued in the file re Dhamagere Anicut part of separately. (linked file

9/9/42.

Hot weather Compensation payable for the lands on the Sivasamudram Island.

File No. of 194 . | ELECTRICAL SECRETARIAT.

Serial No.

Letter No 14619 dated the 2nd Jan 1943 from the General Supdt C.P.S. enclosing a copy of letter dated 27-12-1942 received from the Taghirdar of Sivasamudram requesting the G.S.C.P.S not to close the vent in the Power Anicut on the 10th January 1943 pending execution of the agreement between the Supreme Govt & himself, stating that on a similar representation of the Taghirdar, Govt ordered last year, that the sluice in the Kollegal Anicut might be closed on the 10th Jan. 1942, as was being done previously & requesting approval of Govt. to close the sluice on the 10th Jan. 1943 pending final decision re payment of hot weather compensation to the Taghirdar.

Submitted for orders.

124) The Dy Commr. Mandya Dt, is being reminded in and the file (Repairs to Dhanagur Anicut) to intimate how the matter of negotiations with the Taghirdar of Sivasamudram stands now.

125) Govt have ordered (in flag y) that the Taghirdar himself may come forward, if he likes, & that the Sivasamudram sluice may be awaited for reasons

D·1438·

49

ELECTRICAL SECRETARIAT. File No. of 194

OFFICE OF THE MINISTER FOR LAW
JAN 4 1943
No. 5863

Serial No.

mentioned therein.

126) As it will take time for the Govt to arrive at a decision in the matter, it is for orders whether Orders of Govt may be conveyed to the G.S.C.P.S to have the sluice closed from the 10th Jan. 1943.
Subd for orders.

HOV 4/1/43

Cello 4/1/43

127) 4/1/43 Law Minister.

128) 4/1/43

129) Yes

130) 5/1/43

5/1

Submitted with a draft.

HOV 5/1/43

Cello 5/1/43

5/1/43

131) 5/1/43

Issued in NOS/WS 2921 dt. 5-1-43.

R.U.D.

D.C. letter No 706 dated the 18th March 1943 from the General Supdt C.P.S. enclosing a copy of letter dated 2-3-1943 received from the Jaffna Kachcheri on the subject of hot weather compensation and requesting orders of Govt in the matter. [P.T.O.

Hot weather Compensation to the Jaffnaites of Swasamudram

D.2139.

File No. of 194 . | ELECTRICAL SECRETARIAT.

Serial No.

132) Final orders of Govt were communicated to the G.S.C.Ps. in WD No. 712 (Ship) dated 5-9-42 to the effect that the threatened strike by the Jaffnaites may be awaited.

133) Payment of compensation at the rate paid hitherto viz Rs 941/- per annum has already been sanctioned by Govt for a period of 30 years from 1935 and it is open to the Jaffnaites to accept it. But he has gone on asking for higher rate which Govt are not prepared to pay. (P & R.

134) The latest report of the Comm Mandya was on 29.5-42 and it is after considering this report that Govt arrived at the decision communicated to the G.S.C.Ps on 5-9-42. (i

135) In the circumstances, the reference of the G.S.C.Ps will be intimated the orders already issued in the matter. A

Submitted for orders.

136) (A) may be done

Sec^ty

Minister

137) Gen 23/3/43

Govs

WD 02880—GPB—4600—16-741

138) 25.3.43

139) Gen 27/3/43

OFFICE OF THE MINISTER FOR L. S. G. & P. H.
Date 25.3.43
No. 7922

Stop weather Compensation to the Jaghirdar of Sivasamudram. 57

D. 2139

ELECTRICAL SECRETARIAT. File No. of 19

Serial No.

Submitted with a draft.

JTR. 29.3.43 29/3/43 (140) 29/3/43

29/3/43

Issued in NO CDS 4244 Dated 30.3.43.

R.U. 1) Letter No. TC 149/42-43 dated the 3rd April 1943 from the Deputy Commr. Mandya St, Mandya enclosing a copy

7) of D. letter No TC 149 dated 29-5-42 of Mr. Rameshwa Singh, the then Dy Commr Mandya furnishing his report on the above subject, and also a copy of

9) representation dated 2-3-43 of the Jaghirdar of Sivasamudram asking for higher rates of Compensation and stating that in view of letter No CDS

V) 712 dated 5-9-1942, he does not think any further negotiation is called for and soliciting instructions of Govt whether a reply may be sent to the Jaghirdar, rejecting his claim.

R) (141) The representation dated 2.3.43.

[P.T.O.

Hot weather Compensation to the Jaghirdar of Sirasmandi -

File No. of 19 . ELECTRICAL SECRETARIAT.

D.2287

Serial No.

referred to by the Dy Commr, Mandya was submitted by the G.S. C.P.S. and orders of Govt have been issued without given the existing reference to DO. No 9/DS 712 dated 5-5-42 in which final orders of Govt have been passed in the matter.

142) The Dy Commr Mandya Dr will also be informed on the same lines, if affirmed. /A

143) "A" may be done

Please inf the Dy Commr that the Minister will respect the Jaghirdar's wishes in the first week of May. No further action in the matter may be deferred till then

144) 15/4 145) 146) 19/4/43

Hop 13/4/43. 13/4/43

147) Submitted with a draft DO to the Dy Commr, Mandya for favour of approval.

Hop 20/4/43 20/4/43

Issued in No 9/DS 4504-05 dt 21.4.43 to the Dy Commissioner, Mandya & copy to the G.S. C.P.S. for his information.

148) The file is resubmitted, as a date has been fixed for the visit in the week of May 1943. The Dy Mandya intimated.

149) Please obtain approval to the Minister's Respite Clerk

Hop 28/4/43 28/4/43 29/4

1287

573

Hot Weather Compensation to the Jaghirs of Sivasamudram

ELECTRICAL SECRETARIAT. File No. of 194

Serial No.

150) Submitted with a draft D.O. to the Dy. Commr. Mandya intimating him the dates of visit of the Minister P.W.D., which are ascertained to be 7th & 8th May 1943 with copy of D.O. to G.S. CPS for his information

Hor 28.4.43

151) 29/4 152) Seen

Deb 29/4/43

1/5/43

Issued in No. E.D.S. 4656-57 dt. 1.5.43

153) The Minister for Public Works inspected the Dhanagere Anicut, the Kollegal Anicut and the 7 Anicuts. The Secretary, Electrical Department, the Deputy Commissioner, Mandya and the General Superintendent, C.P.S. were present at the inspection.

The points for decision are:-

(1) Repairs to the Dhanagere Anicut.

(2) The ensuring of proper supplies in the wet irrigation season tail end, for the lands in the Sivasamudram Jaghir.

(3) The rate to be paid for compensating for the hot weather irrigation in the Jaghir.

flag. E

157) As regards (1), it was considered that for the present nothing need be done for the Dhanagere

[P.T.O.

ELECTRICAL SECRETARIAT.
D·2287

Serial No.

328

Anicut. The Jaghirdar has also written that this particular question may be left open for negotiation and settlement.

155) (2) As regards the satisfactory supplies at the tail end season to the lands in the Jaghir, it was considered that the question may be satisfactorily settled if the so called 7 anicuts, (the total length of this being about 2,000 ft) are rendered less leaky than what they are at present by the construction of a low skin wall in front of it. The G.S., C.P.S., may be requested to furnish an estimate at a very early date.

157) I agree. An estimate may be called for.
15-7.

156) (3) The most difficult point is in regard to the rate to be paid for compensating the Jaghirdar for the hot weather crops. The rate originally paid was Re. 1/- per acre. The rate claimed by him was Rs 15/- per acre. In his letter No. 77·B/40 dated 2-3-43 to the G.S., C.P.S., he states that it may be anything from Rs 5 to 7. It is clear from this that the Jaghirdar is open to negotiation and a reasonable rate may probably be fixed. The Deputy Commissioner, Mandya District will have to be given instructions in this matter when he comes here on the 17th for the Krishnaraj Sagar Working Committee meeting.

158) The Jaghirdar's rights are no doubt denied. Water during hot weather. But they are demanding a high rate in lieu of the present rate. The D.C. Mandya may be asked to negotiate with the Jaghirdar and settle a margin of Rs three per acre.
15-7

OFFICE OF THE MINISTER FOR PUBLIC WORKS
15 MAY 1943
No. 6606

Minister for Public Works

WD 02880—GPB—2,000—18-7-43

no. 3288/1517 — 15/7/43

no. 4466/17-7-43

17/7/43

159)

Hot weather Compensation to the Taghutan of Tiruvannamalai

ELECTRICAL SECRETARIAT. File No. of 194

D-2287

Serial No.

Pl. 2878/43 Pwd

17/7/43

See previous paper for minute on outcasts

OFFICE OF THE MINISTER FOR PUBLIC WORKS
19 JULY 1943
No. 390

162) Submitted with a draft to G.S. CPS, with copy thereof to the Dy Commr. Mandya for information & useful action

163 Issue

21.7.43

21/7/43

164) 21/7/43

Issued to G.S. CPS in No. E.D.S. 274 dated the 26th July 1943 & to the Dy Commr. Mandya & Mandya in No. E.D.S. 275-6 dated 26.7.43.

SECRETARY TO GOVERNMENT
Date 21/7
P. W., ELECTL & RVE

RVD) Memo dated 21-10-43 of the General Secretary C.P.S. submitting to the Minister for P.W., for information a copy of his D.O. memorandum issued to the Dy Commr. Mandya, requesting him to intimate the stage at which the matter stands at present

165) Orders of the Minister PWD.

166) (Sd.) J.M.I. [P.T.O.

167) Remind D.C. Mandya

(Sd.) M.N. 26/10/43

Sub: Not, neither Compensation to the Jagirdar or Wasilmundam.

File No. of 194 . | D.820/886 ELECTRICAL SECRETARIAT.

Serial No.

168) Submitted with a draft D.O. reminder to the Dy Commissioner Mandya Dt, Mandya for favour of supply

NOT 27-10-43

168 27/10/43

169) Issue
27/10/43

170) 27/10/43

Issued vide No EDS. 1180 dt 29/10/43.

D.O. letter No. T.6. 149/41-42 dated the 2nd November 1943 from the Deputy Commissioner, Mandya District stating that he had convened a meeting with the Jagirdar and his party at 3 P.M. on 31/10/43 and that the proceedings of the meeting is sent separately for the information and orders of Govt.

171) The proceedings of the meeting has not been received. Its receipt may perhaps be awaited.

172) Submitted for information.

5/11/43 173) The proceedings of the meeting with the Jagirdar will be awaited.

174) Yes
5/11/43

666 5/11/43

175) The proceedings are here
pl perhaps
6/11/43

Letter No. T.6. 149/41-42 dated the 2nd November 1943 from the Deputy Commissioner, Mandya

Hot weather compensation to the jahgirdar of Swasamudram

D) It forwarding for information and orders of Govt a copy of the proceedings of the meeting he had with the jahgirdar of Swasamudram

176) The rate per acre of compensation is Rs 3/- and this has been agreed to by the jahgirdar and the Deputy Commissioner.

177) Submitted for orders.

VD 12/11/43 178) The existing rate per acre of hot weather compensation is Re 1/- and the D.C. Mandya recommends the enhancement of the rate to Rs 3/- per acre which is acceptable to both the Jahgirdars. After this is settled, the question of the agreement will be taken up. Submitted for orders.

20078/12/11

12/XI/43 179) The rate of compensation per acre has been agreed to by the jagirdar and members of the committee of management as Rs 3/- This may be accepted (please vide Minister's note on the margin of the note) (Flag K)

180) The G.S.C.P.S. may now be requested to draw up a draft agreement for approval of Govt.

G 14/11/43 181) The letter mentioned in the first instance by the G.S.C.P.S. is his remarks

14/11/43

182) Submitted with a D.O. letter to the G.S. & P.S. for approval.

VD 16/11/43 183) G 16/11/43 184) 16/11/

16/XI/43

Issued in No EDS 13578 of 18/11/43

[illegible] weather consideration to the [illegible] of [illegible]

E.O letter No 3377 dated the 5th November 1943 from the General Superintendent, G.P.S. offering his remarks in the matter —

185) The General Superintendent, G.P.S. requests that the rate of Rs 3/- per acre now agreed to by the Jahgirdars be accepted.

186) Submitted for orders.

187) Whether the payment of a L.S of Rs 100/- on 3½ acres of garden land is necessary to be continued is a matter for consideration.

The rep of GGSCPS is with refce to para 187

Govt

188) Reference Page [illegible]

189) The Jahgirdar has agreed to Rs 3/- per acre as compensation for the bearer supply [illegible] subject to the condition that the Govt Lords Reason [illegible] consider to accept the pushing, repairing & maintaining the Seven Wells etc.

190) Reference is invited to paras 155 & 157. deciding this issue. The G.S. CPJ has submitted an estimate therefore it is separately under disposal.

191) This has to be incorporated in the agreement to be entered into by the Jahgirdars

R)

Hot weather compensation to the jahgirdars of Sivasamudram

the appr. draft of which is on file.

192) The Jaghirdars however have to see that the channel is kept in repair & this has to be mentioned in the draft agreement.

3059

193) The Dy Commr. Mandya District will be requested to have the agreement executed after the draft is again scrutinized in the Law Dept.

(P. Venkata Rao)
25/11/43

OFFICE OF THE MINISTER FOR PUBLIC WORKS
24 NOV. 1943
No. 3240

194) 24.11.43

Dewan) 195)
25/11/43

196) 28/11/43

197) 29/11

SECY. LAW DEPT. 5338 1943 GOVT OF MYSORE

Law Sec. (in Cmpts) 198) The draft clauses as per the recent decisions are suggested in the draft agreement

R) 1/12/43

4192/43
P

Continuation Sheet. **File No.** / **Current No.** **of** **Page.** D.1057.

199) The draft agreement Hon R may be scrutinized by the Advocate General.
Law Secretary) 3/12/43

199) 3/12/43
Cm 3-12-43

U.O. No. P 62/43 dated 6-12-43

200) The file is forwarded with compliments to the Advocate General for favour of scrutinizing the draft agreement.

Secy (Law) 6/12/43

SECY. LAW DEPT. 1863 3 1943 GOVT OF MYSORE

Ref. 425/43-44 dt 7-12-43

SECY. LAW DEPT. 1820 1943 GOVT OF MYSORE

201) Draft scrutinized & revised. C.I. Lynd A.G. 13/12/43

U.O. No. 51 43-44 dt 13.12.43

202) The agreement as scrutinized by the A.G. seems to be in order. The file may now be returned.
Law Secretary) 3/14/12/43

Cm 14-12-43

SECY. LAW DEPT. 1841 1943 GOVT OF MYSORE

203) Cm 14-12-43

Secretary Electrical Dept) 204) 15/12/43

Perhaps a clean typed draft 15/12 G 16/12

Sir, A clean draft is put up.
17/12 G 18/12
17/12
Mr V. D.

205) Please prepare a draft to the Dy Commr forwarding the agreement for further action.
16/12

206) Submitted with a draft letter to the D.C. Mandya Dt. for approval.
17/12 207) G 20/12/43 208) 23/12
20/12

Hot weather compensation to the Jahagirdar of Sivasamudram

209) Submitted with a draft letter to the General Supdt. L.P.S. for approval as personally instructed by the Secretary.

210) Issue

211)

24/12

Issued in No. EDS 1937 D 27/12/43.

D letter No. 6 dated the 29/31st December 1943 from the General Supdt. L.P.S. offering his remarks in the matter.

212) The corrections suggested by the General Supdt. L.P.S. are put up against the respective clauses.

213) Submitted for orders re the contracting parties to the proposed agreement (The Secretary, Elect. Dept. or the G.S. L.P.S.)

214) The modifications in clauses 2(6) and (3) as suggested by the G.S.C.P.S. may be adopted. Sugg. as regards "contracting parties" is for orders.

A

215) A question that arises is whether an Agreement like the Jaghirdar of Sivasamudram in this regard is adequate or not. If it is unnecessary to have any understanding at all like the Cost of Mysore - The Dewan desires that this aspect may be examined.

216) Favour of opinion as to whether the draft agreement as now is not

4 on point A marked in para supra

with Law Department

(Sd/-) 6.1.44.

216) It may be please mark herein if in this matter, the Govt. pleas at any time consulted. If so, references on the point raised at A supra may please be put up flagged.

(Sd/-) 13/1/44

SECT. 6454 GOVT OF MYSORE

8/1/44

L.O.R. No 110/43-44 dated 12/1/44

Hot weather compensation to the Jahagirdar of Sriavasamudram

Continuation Sheet. D. 1352.

File No. / Current No. of Page.

217) I have gone through the available files, & I find that in arriving at an agreement between us & the Jahagirdar of Sriavasamudram in respect of the hot-weather compensation payable by us to him, we have nothing to do with the forest rights. It is entirely a question between us & the Jahagirdar & it does not in any way affect the rights of the Madras Forest

Law Secretary) 3 24/1/44

(699) 25/1/44

218) I agree. Since the Jahagirdar is not under the Court of Wards and as the Govt. of Madras is not interested in the matter, it need not be considered.

25-1-44

Secy P.W.D. & Elect.) 219/3 25/1/44

Minister for PW) 220) 25/1/44

221)

Dewan) 222) 2/2/44

223) K.C. 3/2

224) 3/2/44

225) 3/2/44

OFFICE OF THE MINISTER FOR PUBLIC WORKS 1 FEB. 1944 No. 4730

3. 1. 1944 4466

Not [illegible] in [illegible] 4 [illegible]
[illegible] 5 [illegible]

226) Submitted for orders whether the draft letter to the Deputy Commissioner, Mandya Dt. already approved by the Secretary (para 208) may issue now.

[illegible] 227) [illegible]

228) Fair copies are herewith put up.

229) The question as to who should execute the agreement — whether the Secretary, Med. Dept or the Dy. S.P.C. has not yet been decided.

(Refer flag V) 230) The letter has been fair typed & put up. The draft Agreement, certain modifications suggested by Dy. S.C.P.S. have been made in pencil. The draft Agreement will be fair typed if the contracting parties as shown in the draft are confirmed or otherwise altered.

231) Reference is invited to paras 215 & 216 & the legal opinion as given in paras 217 & 218.

232) Action is now be taken to have the agreement concluded.

Dewan

9/2/47

233) [illegible] to bring up [illegible] 11/2/47

234) [illegible] 11/2/47

235) Instructions obtained [illegible] 21/2/47

Hot weather commutation to the Jaiagirdar of Srivasamudram

65

Continuation Sheet. D 1352 | File No. / Current No. | of | Page.

E)

236) In the Proceedings drawn up after the meeting of the D.C. Mandya with the Jagirdar, there is no mention of the period.

29.3.1944
5044

237) In the draft agreement C1(1) the words "Shall be in force till 2nd July 1965 and it" will, if appr, be omitted. It is presumed that the C1 as amended would provide for the agreement to stand for perpetuity.

OFFICE OF THE MINISTER FOR P... WORKS
25 FEB. 1944
No. 5334

Min for PW)
23/1/44

238) JMJ
26.2.44

Dewan) 239)
28/2/44

240) JMJ
1/3/44.

241) 1/3/44 242)

243) Submitted for orders whether the draft letter to the Deputy Commissioner, Mandya Dt. in the file may issue now.

244) 1/3/44

245) 2/3/44.

[illegible] 6494/43

Continuation Sheet. File No. / Current No. of Page. D.D.S.C.

The G.S. C.P.S has raised a point in the contracting parties. It is a matter for consideration if in the place of Secy to Govt Electrical Deptt — the G.S. C.P.'s may not be inserted.

(ii) In the case of all other agreements to be considered for instance G.S. C.P.S acts on behalf of Government.

(iii) The fair draft of the agreement is also for personal.

Law Secy to G.

(Comp P) 3/3/44

3/3/44

Law 117/43

4-3-1944.

249) The file is submitted for orders with reference to paras 246 and 247 supra.

4/3

250) The Dep Agent may previously seek for sanction of G.A.G. It may again be sent.

U.O. No. 99/43 Law Secy 4/3/44

4th March 1944.

251) The file a Secy may be sent to the Advocate General for form of memo to be duly signed.

Law 4-3-44

Law 653/43-44 dt 6-3-44

Bowring

Asst Secy (Law) 4/3/44

252) (i) Re the qn. as to whether the words "G.S., C.P.S" may be substituted for Secy., Elec. Deptt., please see G.O. no. 4350, d. 15th June, 5-6-1941. (C) 4/3/44

(ii) Draft sanctioned & revised chse measures.

C.L. Epude 6/3/44
A.G.

No. 99/43

Law 7-3-44

WD 01809—GPB—60,000—26-1-43

Cm 7-3-44

Hot weather compensation 6454 to the Jaghirdar of Sivasamudram

D·1352

5500

SECY. 7 MAR 1944 MYSORE

OFFICE OF THE MINISTER FOR PUBLIC WORKS
11 MAR 1943
No. 5756

253) As for the G.O. referred to above 9 therein, it is better to return "The Secretary" instead of G.S.C.D.S. as proposed

254) The other corrections mentioned by the A.G. seem to be in order. The file may now be returned.

Law Secretary) 7/3/44

255) I agree
7-3-44

Secretary Pub) 7/3/44 256)

Min for Pub) 7/3/44 257)

258) 11.3

11/3

Decision) 13/3/— 259)

260) 14/3/44

261) I sign today
14/3

Issued in No. E.D.S. 2785-6 of 15.3.44.
15.3.44

D.O. letter No. T.C. 149/41-42 dt. 24/3/44 from the D.C. Mandya stating that he has requested the jaghirdar to meet

It matter is in relation to the
Agreement of [illegible]

Minute the first note of April 1944 and
complete the agreement.

Minister for P.W.)
262) Intd: M.N. 27/3.
(263) Intd J.M.S. 30/3
Dewan)
264) Intd M.N. 31/3
265) Intd N.M. 1/4
Record.
266) Intd. G.S. 3/4
267) Intd. M.N. 3/4.

D.O. letter No. T.L. 149/41-42 dated the 4th April 1944 from the Deputy Commissioner Mandya Dt. requesting to be informed whether a copy of the agreement may be given to the Jagirdar of Sivasamudram as requested by him.

268) Submitted for orders.
MN
WD 8/4/44 — 269) There can be no objection
B. Rao
Min for PWD
for the Law Secy)
10/4/44

Hot weather [illegible] in the finishing of Nagamudur 0.9.7.4

270) As the Jagirdar is a party to the agreement, he is entitled to know the facts noted therein, before he signs. So a copy may be given to him.

Law Secy) 11/4/44

271) 11-4-44

Secy to P.L.L.) 272) 11/4/44

Min for PD 273) 12/4/44

274) 12.4.44

Dewan) 275) 14/4/44

276) 14/4/44

277) 15/4

278) Submitted with a draft D.O. letter to the Deputy Commissioner, Mandya District for approval.

(Disability Sec) 17/4/44 17/4/44

279) Issue

17/4/44

Issued vide No. EDS. 3191 dt 21/4/44

D.O. letter No. L. 149 4-42 dated the 22nd April 1944 from the Deputy Commissioner Mandya Dt. requesting for a supplement

MINISTER RKS 12 APR. 1944 6562

1039

6352

[illegible]

[illegible]) A reply has been sent to the Deputy Commissioner on the 21st instant. The letters have crossed. Many thanks be recorded.

[illegible] 24/4/44 KW 24/4/44

[illegible] dated the [illegible] 1944 from the [illegible] Hindupur.

State that we [illegible] a section [illegible] [illegible] a copy of the [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

28b) If approved a copy of the agreement presented by the Jaghirdar will be forwarded to the Ly. S. & P.S. for remarks.

A

OFFICE OF THE MINISTER FOR PUB
14 JUL
No. 372

10/7/44

28b) "A" May be done as at "A" above

10/7/44 Min. for P.W.) A copy may be sent to the G.S.C.P.S. for remarks, if any.

KW 10/7/44.

28b) and also the Legal Member with an eye to the Constitution.

Legal Rem. W/C) For favour of opinion KW 11/7/44

11.7.

SECY. L. D. 1197 18/7

Law. 15/43

18.7.44

516

Not weather compensation to the Inglis of Sivasamudram

D·79

71

General and Revenue Secretariat | File No. of 194 | [App. F. III–2

Serial No.

288) The draft agreement flagged "A" is put up for orders.

289) Mr. G. Keller to see this along with the remarks of the G.S.C.P., so that he can know what are the objections of the Govt. to the proposed agreement — secretary to Govt.

18/7

3/18/7

290) Cus 19-7-44

Secretary (V.W.L.)

3/291) 19/7

292) 21/7/44

292) Submitted with a draft letter to the Hy. S. L. P. S. for approval.

21/7/44

294) Issue

G 24/7/44

Issued in RT. EDS. 317 dated 26th July 1944

9) Letter No. 3294 dated the 7/8th August 1944 from the General Superintendent, L.P.S.

Offers his remarks on the revised clauses forwarded by the Inglis.

295) The Hy. S. L. P. S. is not in favour of having the agreement for a period of 20 years only, as it is rather difficult to get the agreement extended

NOTE—Contn. Sheet

516/P/44

File No. of 194 General and Revenue Secretariat

Serial No.

further.

296) He is also not in favour of agreeing with the Jaghirdar re. stoppage of water, as it is very necessary that the right of stoppage of water during hot weather be secured until the river is in floods from the South-west monsoon.

297) The G.S.B.P.S. agrees with the Jaghirdar re. proper maintenance of the seven anicuts; but he suggests a proviso that the repairs to be effected will be such as to maintain a certain level of water at the head of the Sivasamudram canal etc.

298) He is also agreeable to the enhancement of the Compensation in respect of the 3½ acres of garden land, as the difference in the amount is not much.

299) Lastly the G.S.B.P.S. is not agreeable to the suggestion of the Jaghirdar to terminate this agreement with one year's notice on either side.

300) The file will now be forwarded to the Law Secretariat for offering its views.

301) This has reference to para 289 supra

11/8/44
PSN
11.8.44.

Law Secy
Write compln
KN 12/8/44

SECY.
WR
Ai

G 11/8/44

Submitted —

302) The main point for reference is about the agreement to be arrived at

12/8/
Ans

between the Mysore Govt and the Gagirdar of Sivasamudram. From a perusal of the history of the case, Elec Sett File (Fg K) it appears that there is no concluded agreement between the Govt and the Gagirdar on the above subject. But from the terms and conditions in Madras Govt letters 1901-2, conceding their rights to Mysore for generating power at Sivasamudram, it will be seen that Mys Govt agreed to reimburse the Madras Govt for loss on account of infringement of legal rts of private parties. The rights of the Gagirdar are based on the above understanding. The Govt of Mysore have been paying compensation of Rs 941/- P.A. since then upto 1937. Gt is decided to renew the agreement for a further period with the compensation enhanced to Rs 3/- per acre and the compensation for garden land increased from Rs 100 to Rs 300.

303) The draft agt suggested by Govt of Mysore (Fg P) provides that Govt has power to withold water supply during Hot Weather and put obstructions at the head of the canals (cl 29); that repairs will be effected to the seven anicuts to ensure a constant supply of water; compensation to be Rs 3/- per acre instead of Re 1/- as before and 100/Rs for garden land; that the Gagirdar should indemnify the Govt ag. claims of any tenants; that the amount paid should not vary with the area under cultivation; that Govt reserves the rt to terminate the agreement; that differences in interpretation to be referred to arbitration.

The Gagirdar has sent his own agreement redrafted with certain amendments (Fg.K). He wants the duration to be 20 yrs; that withholding of water shall be from 10th January to 10th June; that the 7 Anicuts be restored instead of repaired; that compensation with re. to garden be increased to Rs 300/-; that compensation shall vary increase with the increase in the irrigated area cultivated; that he also can terminate the lease by issue of notice.

304) The D.C. Mandya ~~opin~~ writes to say (Fg E) that the Gagirdar has agreed not to press the his right to terminate the lease.

305) Kind ref is invited to the remarks of the G.S.C.P.S. (Fg. I); re. cl (1), he wants the lease to be perpetual or at least to run for 99 yrs; re. cl (2) as to the period of hot weather he wants the period to be fixed from 1st January until the river is in floods from the South-West Monsoon while the Gagirdar wants it both the dates to be fixed. This appears to be an administrative matter to be settled by the parties; re. cl (3) he is agreeable to raise the garden compensation to Rs 300/-; Re. cl (5) viz the compensation shall not increase with the increase in area cultivated, it appears Govt cannot restrict increase in cultivable area; though they can rightly deny payment of increased compensation for that increased area. Re. cl (6), in view of the statement of the D.C (Fg. E). the Gagirdar may not press for his pt to terminate the agreement.

Hot Weather compensation to the Gajirdars, Sivasamudram

In view of the same of the common points agreed to by both the parties, the points of difference, viz., duration, the period of hot-weather, being administrative matters, may kindly be referred to the concerned dept. for negotiation and with a view to arrive at an amicable settlement, no conditions can be imposed by right.

N.K.H. Rao 29/9/44

307) The Advocate General may be consulted.

Law Secy (Ag) 3/9/44

2. C.N.O. p. 34/44 dated 29.9.44

9-9-44

308) The file is sent to the Law Secy for [illegible]

B. Sreeler
Law Secy (Ag)

No. DO. 17/44-45 dt. 12.9.44 9/9/

Ano. 152/44-45 dt. 9.9.44

309) As I can see no pt. of law arising in the matter referred to me, the pt. on which my opinion is desired may be stated & the file returned to me.

11/9/44

12-9-44

310) As the powers in question are for the administrative dept. to decide & as per L. Law Secretary, the file is returned herewith, with a request to point out on

MYSORE
SECY. LAW DEPT. 12 SEP 1944 GOVT OF MYSORE

Next whether legal opinion is required

Asst Secy.
P.W.D.
12/9/44

311) Min. for P.W.) With reg. to the C.E.R.'s letter d. 7/8 August 1944
The C.E.R. may be asked to for an interview with the Jaghirdar and submit mutually agreed terms on the few points of diff. etc.
13/9/44

OFFICE OF THE MINISTER FOR PUBLIC WORKS
15 SEP 1944
No. 1773

312) The main point of difference is about the duration of the lease. We cannot agree for 20 years. The Jaghirdar has to be definite that the lease should be perpetual. In case there is any difficulty the duration of lease cannot be less than 99 years from the date of agreement.

~~The C.E. has of the opinion as it is to see further~~

313) The Jaghirdar may be informed through the D.E. that as the views of the Chief Electrical Engineer

DEPUTY'S OFFICE
16. SEP. 1944
NO. 1897

314) Min
19/9/44

1965
19/9

Hot weather compensation to the Jaghirdar of Sivasamudram

77

D. No. 395 -

Electrical ~~Public Works~~ Secretariat. | File No. | of 194

Serial No.

317) Submitted for orders whether a copy of the C.E.'s letter dated the 28th August 1944 may be forwarded to the Deputy Commissioner, Mandya Dt. with a request to intimate the Jaghirdar in terms of that letter and to obtain his concurrence thereto.

318) Draft letter to D.C. Mandya Dt. is herewith put up for approval.

23/9/44

319) Issue

23/9/44

320) 23/9/44

Issued in No EDS 976-77 dt 26/9/44

Letter No: T.C. 49/41-42 dated the 15th February 1945 from the Deputy Commissioner, Mandya District.

Forwards a copy of letter and an agreement received from the Jaghirdar of Sivasamudram and requests to arrange to forward an agreement at an early date for completion.

321) If approved a copy of the Deputy Commissioner's letter along with its enclosures will be forwarded to the C.E.E. for his very early remarks.

20/2/45

322) 20/2

20/2/45

323) 20/2/45

Note.—Contn. sheet.

[illegible] relation to the [illegible] 7393/P 644

D. [illegible]

Submitted with a draft letter to the L.S.G. for approval.

D. 20/2/45 20/2/45

[illegible]) Issue

20/2/45

[illegible]) 21/2/45

[illegible]

Letter No. [illegible] dated the 2nd & 3rd March 1945 from the [illegible]

States that the contractors quoted in clause [illegible] and 2(a) of the draft agreement may be accepted, as the same are reasonable and do not materially affect the utilisation of water by the Dept during summer.

327) The agreement forwarded by the Sagirdar will be sent to the Law Secretary for scrutiny

5/3/45 5/3/45

Law Secretary with compliments 328) 6/3/45

5/3/45

SECY 2059 6/3/45

329) The N. G. may sanction the expenditure

Law Secretary 6/3/45

7109

E.O. No. P 178964 dated 6.3.1945 330) 6.3.45

331) The plans sent with copy of L. Nowrozji per 1 for favour & Secretary L. expenditure 1 each

Sanction. [illegible] 6/3/45

Sanc. 555/[illegible] dt 7-3-45

7177

No. 00.74/[illegible] 0783/45

Scrutinised & necessary corrections made.

C.L. Gouda 7/3/45

A.G.

Nowroji (Ad) 6/3/45

332) 332) 6-3-45

F. 69]

Continuation Sheet.

File No. 2103/2176
Current No.

Subject: Weather ~~[illegible]~~ Compensation of the Jahagirdar of Sivasammudram

Page 79

7393

334) The changes made by the Advocate General seem to be in order. The agreement may now be sent to P.W.D.

7196

Law Secretary
335) [illegible] 9-3-45

3
9/3/45

10-3-45

Secty P.W.D
336) 3
9/3/45

337) Min for P.W.D + Dewan. The agreement as finally agreed to may be approved & the C.B.E may sign it on behalf of Govt. The Jagirdar has agreed to our draft with slight changes which are immaterial, the C.B.E opines.

Kw 10 3 45

12 MAR 1945

0055

OFFICE OF THE MINISTER FOR PUBLIC WORKS
10 MAR 1945
No. 6790

338) [illegible] 11.3.45

339) [illegible]
13/3/45

340) Kw 14 3 45

341) Submitted with a draft letter to the C.B.E for approval.

342) In accordance with the above orders, the words "The C.B.E. to Govt." have been inserted in place of the words "The Secy. to Govt. Elec. Dept." in the draft Agreement.

343) Issue today
Kw 14 3 45

Issued in R.O. F.D.S. 3137 & 3138 dated 16/3/45

WD 14/3/45
14.3.45

Hot weather compensation to the Jagirdar of Sivasamudram.

Continuation Sheet. File No. / Current No. 25,35 F 870. of 617 Law Page.

Letter No. T. C. 49 4-42 dated the 26th June 1945 from the Deputy Commissioner, Mandya District.

Forwards for information a copy of his letter addressed to the C.R.R.

344) Further communication from the Deputy Commissioner will be awaited.

345) 2/7/45

346) 3/7/45

Letter No. 4152-3 dated the 5th December 1945 from the Chief Electrical Engineer.

Forwards for the orders of Govt. the modifications suggested by the Jagir legal adviser to the Jahagirdar of Sivasamudram.

347) The C.R.R. is agreeable to the three modifications suggested by the Jahagirdar of Sivasamudram and suggests that the Law Dept. may be consulted in the matter.

348) The Secretary to Govt., Law Dept. may be consulted in the matter.

349) 5/12

Secy) 348) 6/12

Law Secy) 349) 7/12

Wpc.

350)

SECY. LAW 21 DEC. 1945 GOVT OF MYSORE

351) 8/12

Submit. 352) The agreement as drafted, provisionally approved by the Govt (after consulting by the Advocate General) is flagged 'R'. 'R'

The Jagirdar of Sivaganga has suggested certain modification (vide C.E.E.'s letter top 'H'). If approved the Advocate General will be consulted regarding the amendment suggested submitted for orders.

'H'

NKA 8.12.45. 353) The Advocate General has sometimes & revised the original draft. He may be consulted regarding the modifications suggested by the Jagirdar.

Law Secy) 354)

Fr 10/12

RN 10/12

Fr 10/12

Eng. No: 2 / 07 11-12-45

355) The file is forwarded with compliments to the Advocate General for sending the modification suggested by the Jagirdar

By order

Law Secy

F. Secy to Govt. Law Dept.

T. No. 399 / 45-46 / 07 11/12 / 45

NKA 10.12.45 356)

Re cl. 4, with all deference to the legal advisers of the Jagirdar, I am of the clear opinion that the amendment suggested by them is not in order, as the claims, if made by the tenants concerned, will be based on tort, for which no privity of contract is necessary, & that, hence, it is necessary to insist

T. No. 32 / 45-46 / 07 12/12 / 45

2163

617/Law

Hot weather compensation to Gurkhas or 617/Law

Continuation Sheet. File No. / Current No. of Discussion. Page.

on the retention of a clause for indemnification.

C.L. Gonda. A.G. 12/12/45

24/12/45

subd.-

357) The original draft agreement is flagged 'R'. The proposed three amendments with the remarks of the CEE are flagged 'H'.

The Advocate-General's note above is for formal;

Re (1) - para 2. of the preamble -.
Since the agreement is to run for 99 years the word 'perpetual' may not be apt; The A.G. has known not been afforded any reasons on this.

Re (2) - cl. 2. (a) -.
The amendment appears to be purely an administrative matter.

Re cl(3) cl(4)
The A.G. opines that cl (4) re indemnification must be retained.

Subd with ref to para 3 bis supra -

12.12.45

358) Re 1). Para 2 of the preamble -
There is nothing wrong with the expression "for the peculiar of this rights in respect of the state". The Govt is purchasing inherited rights the Jagirdar has in respect of the

Serial No.

water for a period of 99 years. But in view of the fact that the Govt is entitled to the water during the hot weather only the ~~proposed~~ amendment proposed by the Inglinder may be accepted. It will not make any material difference in the legal rights of the parties.

35A) Re 2. clause 2 (a).

This definitely fixes the period during which the Govt is entitled to use of the water. This is an administrative matter.

36B) Re 3. clause 4.

As pointed out by the A.G. the indemnity clause must remain. But there is no harm in keeping the words — "shall be solely responsible to them for any remission which they may be entitled to on account of the diminution of water to their lands during hot weather and also for any payments which they may be entitled to from out of the compensation amount paid by Govt to the Owner." The words following this should

NOTE—Contn. Sheet.

be omitted and the words —
" and shall indemnify the Govt
against any claims of the said
trusts for the withholding
of the non-monetary supplies & works
for this holdings as above"
should be added. Apart from
the question of indemnity already
mentioned, the chief difference
between clause 4 of the draft agreement
& the proposed amendment is that
in the former it is assumed that
the trusts are entitled to a
remission of taxes while in the
latter there is no such assumption.
The trusts may or may not be
entitled to any remission or compensation. This
is a matter between the Jagirdar
& his trusts and we may agree
to the proposed amendment to the
extent ~~approved~~ mentioned above. But the
clause relating to indemnity should
remain.

2206
1045

Land Secy)
Secy for
L/C

13/12
361) RV 14/12
14/12
KD/17 12
17/12

Hot weather compensation to the Jagirdar of Sivasamudram

F. 69]

Continuation Sheet. No. 870 | File No. / Current No. | of | Page. 85

363) The Opinion of the Law Secretary will be communicated to the G.R.R. after approval by the Minister for P.W. and Dewan

18/12/45 Secy.

364) 18/12

365) Min P.W & Dewan — May be approved.

19/12/45

366) 21/12/45

367) 21/12/45

368) 25/12/45

369) 26/12/45

370) A draft letter to the G.R.R. is put up for approval.

27/12/45 Secy.

371) 28/12

372) Done

30/12/45

Issued in MD BDS 1328 dated 31st Dec. 1945

Letter No. 24779 dated the 12/13th March 1946 from the Chief Electrical Engineer

Forwards for approval an agreement signed by the Jagirdar of Sivasamudram.

OFFICE OF THE MINISTER FOR PUBLIC WORKS
20 DEC. 1945
4559

PLANNING OFFICE
24 DEC. 1945
NO 3688

[illegible]

Continuation Sheet. 1454 | File No. / Current No. | of 2082/Law Page.

373) The L.R.R. also requests approval to pay the hot weather compensation due to the jagirdar from the year 1935, after receipt of a bill from him. As no provision exists for this purpose in the Budget, the L.R.R. proposes to meet the amount either by re-appropriation or by an additional grant to be applied for in due course. The agreement as now executed by the jagirdar is stated to be in accordance with the one approved by Govt.

374) Submitted for orders.

375) The agreement may be approved after a final scrutiny by the Law Secy. The payment of compensation from the year 1935 may also be approved. As no provision is made for this in the budget, it is proposed to reappropriate.

Secy. 18/3

376) Law Secy. WLC. For final scrutiny of the Agreement + remarks. KW 18/3/46

18/3

Law Secy. 18/3

377) May be sent to the A.G. for scrutiny.

18/3

Law Secy.

18/3

378) 18/3 18/3

Govt. Law Dept. 3338 18 MAR 1946 Govt. of Bihar

Govt. Law Dept. 3340 18 MAR 1946 Govt. of Bihar

Hot weather Compensation to the Jaghirdar of Sivasamudram 2082

F. 69]

Continuation Sheet. 1654 File No. / Current No. of Page. 87

Fno 648 / 45 46 / 19.3.46

order.

379) The file is transmitted forwarded with compliments to the Advocate-General for favour of scrutiny of the draft agreement.

By order

[illegible]

For [illegible] to look the Draft.

A.G. No. 53/45-46 / 22.4.46

380) The file is returned with compliments. As the agreement has already been entered into I have satisfied myself with certain verbal alterations and I have also added that the compensation mentioned is "per year" and I pronounce it as correct. I have initialed the corrections made by me; the agreement may be perfected.

[illegible]

A.G. 22/4/46.

6726 / 22 APR. 1946 / GOVT OF MYSORE

Fr 22/4

381) The words "by Government" after the word referred in clause 2a may be omitted.

382) The administrative section may ~~[illegible]~~ verify whether the verbal alterations made affect the terms in any way.

Fr 25/4

Secy P.W.)

383) KM 26/4/46.

[illegible] 26/4

Hot weather compensation payable to the Jaghirdar of Swasamudram

Continuation Sheet. 1254 File No. Current No. of Page.

384) Since the agreement has already been signed by the Jaghirdar of Swasamudram after a very long time, it does not seem to be desirable to make alterations in the agreement now. The C.E.Rs. request approval to accept it as now executed and to pay the old arrears of hot weather compensation from the year 1935.

385) Submitted for orders.

386) An agreement may be approved and in payment of the arrears of hot weather compensation from 1935 may be sanctioned.

sd/ 27/4

387) The Agreement as finally modified & signed by the Jaghirdar, may be approved.

388) The payment of arrears in terms of the Agreement of compensation for the hot weather subsidies from the year 1935 may be sanct.

Min P.W + Dewan + Fin Secy. KW 30/4/46

389) 6/5 KW 7/5/46

390) 7/5/46 KW 8/5/46

391) The Jg. A has stated

Where is this? Flag 'P'

FINANCIAL SECRETARIAT U.O.No. Fi 7240/15 BANGALORE

OFFICE OF THE MINISTER FOR PUBLIC WORKS 7 MAY 1946 No. 8335

DEWAN'S OFFICE 9 MAY 1946 No. 6954

Hot together compensation payable to the Jahagirdar of Sivasamudram

C.F. 69]

Continuation Sheet. File No. / Current No. of Page. 89

1654

that the agreement may be registered. This should be immediately attended to

Mr
13/5/46.

1954

OFFICE OF THE MINISTER FOR PUBLIC WORKS
14 1946
8507

Min P.W.) 342) 14/5/46.

343)
The C.E.E. may be asked to have the agreement registered very early and to report to Govt.

16/5

344)
A draft G.O is put up for approval

16/5 Secy) 16/5

345) Done
22/5/46.

346)
Final Con 4220 - Final Secy has agreed - Draft of Govt Communication is ready.
25/5 347) Done
25/5

Communicated in G.O. No. 2827-29/Genl (82-45-2) 25/5/46

C.E.E.)
27/5

Hot weather compensation payable to the Jaghirdar of Sivasamudram

Continuation Sheet. File No. 2377 E.Lec / Current No. 2396 Elec. of Page. 90

Letter No. 34643 dated the 14/12th June 1946 from the Chief Electrical Engineer.

States that the withholding of the water from the lands of the Jaghirdar will be in effect till the discharge from Cauvery comes up to 2000 cusecs and that the sluice in Kollegal anicut has not been opened on the 10th June and that it will be opened as soon as the Irrigation sluices on the Cauvery and Kabbini are opened by the Irrigation Department.

A

348) Submitted for perusal.

15/6 There is provision in the agreement for the withholding of water from the lands of the Jagirdar as at 'A' supra. According the sluice gates have not been opened on the 10th.

Secy) 349) 17/6

350) C.E.E. intimates that as per clause 20 in the Agreement with the Sivasamudram Jagirdar he has given notice to the Jagirdar that he would close the sluice in the Kollegal anicut until the Cauvery picks up a discharge of at least 2000 cusecs, as permissible in the Agreement, since the C.R.P. has proposed not opening the irrign sluices along the Cauvery & Kabbini till the discharge of Cauvery at K.R. Sagara reaches 2000 cusecs, due to the low level of the K.R.S. Res.

C.E.E's actn may be approved. sluices are reported to have been closed betn. 10th to 15th June & opened on the 16th June. Latest report etc. pending

Min. P.W.

Dewan

OFFICE OF THE MINISTER FOR PUBLIC WORKS 10 JUNE 1946 9590

DEWAN'S OFFICE 20 JUN. 1946 NO. 8152

Hot weather concession to the Sub-Inspector of Swasamundram.

C. F. 69]

Continuation Sheet. File No. Current No. 182-45-3 of 45-46 Page.

No further action is now required to be taken in view of the GRR's letter dated the 17th June 1946. Reg. 71.

Secy) 354) 2/7

2/7 2/7/46

Yes 2/2/46

355) 2/7

A draft letter to the Chief Elect. Engr. is put up for approval.

17/2/47

356) Issue 20/2/47

Issued in no. E 05 2044 of 21-12-'47.

To the C.E.E. Requested to forward 3 printed copies of the completed Agreement.

Letter No. 28202 dated the 27th March 1947 from the Chief Electrical Engineer forwards three copies of the printed copies of the agreement entered into with the Zaghirdar of Swasamundram.

357) The printed copies have been compared with the approved copy in the

Not within compensation payable to the Zamindar of Srivasamudram

App. F. III-2

General and Revenue Secretariat

File No. 182 of 194 12

Serial No.

17840/Ele

file and the undermentioned changes been observed

a) In the preamble the word "generator" should be "generation"

b) Clause 1 :- There is a spelling mistake in the word "force"

c) Clause 3 :- The words "three and half" are additions & the word "of" is left out.

d) Clause 5 :- In line 3 of this clause the word "those" should be "these"

358) These will be pointed out to the C.E.E.

Adding "three and half" is in the minutes of clarity.

The other mistakes are all printing errors.

The differences may be pointed out as proposed.

NRC 26/4/47

Secy) These are minor errors in printing, but as the printing is already over, this may be recorded now.

RR. 14.4.47

NRC 14.4.47

Submt. for information.

Min. Pw.) RR. 15/4/47

NRC 15/4/47

16/4/47.

RR. 17/4/47

NRC 17.4.47

OFFICE OF THE MINISTER FOR AGRICULTURE AND PUBLIC WORKS 15 1947 No. 7981

"B"

17/4

NOTE- Contn. Sheet

ELECTRICAL SECRETARIAT.

Draft for approval.

No. EDS. 2127

Dated 3/3/39

Encls.

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Chief Elect. Engr.,
Bangalore.

Subject :—

Permitting the Inspector of Sivasamudram to draw water.

Sir,

I am directed to request you kindly to intimate whether the Inspector of Sivasamudram can be permitted to draw water during the hot weather from the Dhanagere & Sivasamudram Anicuts. A clear reply may be given, hereon ek, early.

DBV 3/3
for Secy. to Gov.

R 1 0/3/9
Off for Asst to pl. prepare.
From the CE's letter of 17.5.30 (Pl. 8) it will be seen that water has never been cut off from the lands of Sivasamudram Islands during the hot weather or during the irrigation season, provided the Sivasamudram anicut & the Sivasamudram Canal are in a reasonable state of repair. Also in the

289A/38-39

WD 018—GPB—2,000—28-7-38

TELEPHONE No. 2110

REPLY REFER TO No. 2118 7 ENCLO. one

TELEGRAPHIC ADDRESS: "GOMED"

CODES USED: BENTLEY'S, LIEBER'S A.B.C. 6TH EDITION BUSINESS TELEGRAPH CODE

3

GOVERNMENT OF MYSORE

ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Bangalore, 16th March 1939

(MYSORE, S. INDIA)

77.

ELECTRICAL SECRETARIAT BANGALORE. Reg. No. 1541 Date 20/3/39

Papers for Govt. submission. 21/3/39

From

S. G. FORBES, ESQ., E.E., B.Sc., E. & M.E., MEM.A.I.E.E.,
CHIEF ELECTRICAL ENGINEER
TO THE GOVERNMENT OF MYSORE.
BANGALORE.

To

The Secretary to Government,
Electrical Department,
Bangalore.

Sir,

Permitting the Jaghirdar of Sivasamudram to draw water.

Folio 1)

With reference to your letter No.EDS.2127 dated 3rd March 1939, enquiring whether the Jagirdhar of Sivasamudram may be permitted to draw water during the hot weather from Dhanagere and Sivasamudram Anicuts, I have the honour to enclose a detailed memorandum concerning the control of waters at and above the Cauvery Falls at Sivasamudram.

2. As the Electrical Department has virtually exercised this control for the past 36 years and as Government has paid annually hot weather compensation to the Jaghirdhar of Sivasamudram at the rate of Rs.941/- up to the year 1935, I would recommend that nothing be done to deviate from this long standing practice, the ommission of which would endanger the interests of Government of Mysore.

3. The control already vested in Government should continue for the important purpose of the production of Hydro-Electric Power at Sivasamudram.

4. In these circumstances, I would suggest that it is not advisable to allow the Jaghirdar of Sivasamudram to draw water from the Cauvery during the hot weather for the reasons enumerated in the accompanying memorandum. I request that very early orders be passed on the correspondence ending with -- E.D.S. No.448 (Folio 44 of Section III) dated 10th September 1937 and E.D.S. No.1811 (Folios 57-58 of Section III) dated 28th January 1939.

I have the honour to be,
Sir,
Your most obedient servant,

B
20/3/39.

LAHW.AVR.GVS.

Chief Electrical Engineer.

GOVERNMENT OF MYSORE. ELECTRICAL DEPARTMENT.

M E M O R A N D U M.

CONTROL OF THE WATERS OF THE COUNTRY FOR POWER PURPOSES.

The control of the waters at and above the Cauvery Falls at Sivasamudram for the purpose of production of Hydro-Electric Power has been vested in Mysore Government since the year 1900 and such control has been fully exercised in theory and in practice by the Mysore Government since the beginning of the production of Hydro-Electric Power in May 1902. This control by Mysore Government has been fully exercised through their Electrical Department for more than 30 years, therefore, there can be no doubt of our right to control and that that right has been fully exercised.

2. This full control was transferred by Madras Government to Mysore in letter No.2316-302-96 dated the 16th May 1900 from the Hon'ble the British Resident in Mysore to the Dewan of Mysore, which stipulated among other things

1) that the period should be for 35 years, i.e. until the 1st July 1935,

2) that the Durbar shall not restrict or interfere with the amount of water for irrigation or other purposes, to which amount the Jaghirdar of Sivasamudram may be legally entitled, and

3) that the Durbar shall reimburse and make good to the Madras Government all loss or damage, which, under the decision of a competent Civil Court, may accrue in consequence of the Durbar's operations through the infringement of the legal rights of private persons.

3. A brief summary of the Irrigation Works as they

existed in 1900 on the Cauvery river at and above the Falls is appropriate. These works consisted and continue to consist - though now in great disrepair, of

1) that is known as the Sivasamudram Anicut across the right branch of the river between the southern shore of the island and the right bank of the river with a canal taking off from the left flank leading on to the island for the irrigation on the islands, and

2) the Hollegal Anicut with the canal taking off from the right flank for irrigation of lands on the right bank of the river in Madras territory.

4. The lands irrigated under these two canals total 941 acres and Mysore Government have arranged with the Jaghirdar for the payment of Rs.941/- per annum toll, as compensation for cutting off the water from the 1st of January each year to the dates in June when Government orders the opening of their other canals taking off from the Cauvery water. The Jaghirdar has been paid up to the year 1941 and has accepted the payment as full compensation.

The practical operation of this right has been that the Electrical Department have closed off the water from these two Irrigation Canals as and when the flow in the river required them to be shut off each year. This involves keeping open the scouring sluices in the Sivasamudram Anicut during the hot weather each year and thereafter being left either closed or open as the Jaghirdar wished during the flood season.

5. In December 1936, Mysore and Madras Governments agreed to the extension of the agreement by a further 20 years from 1935 with no modifications to any of the terms and conditions except that of Royalty, viz. it was agreed between the two Governments that the royalty payable by Mysore Government to Madras for the use of their half

of the normal flow in the river for the purpose of power generation should be a lump sum payment of Rs.20,000/- per annum. Thus, the control of the waters at and above the Cauvery Falls for the production of Hydro-Electric power continues to be vested in Mysore Government for a further 30 years.

6. The only question remaining open is whether the annual compensation of Rs.941/- should be paid direct to the Jaghirdar of Sivasamudram or to the Court of Wards, who are now managing the Estate, I am of the opinion that those payments that have been with-held since 1935, under orders of Government in correspondence ending with Ex.No.C.C. dated the 10th September 1937, should be made to the Court of Wards, so as not to in any way jeopardise our rights to shut off the water every hot weather from both the above described Irrigation Canals, and suggest that the Committee recommend to Government that this be done. The legal aspects involved is only "to whom the payment should be made", and not "the equity of the payment".

7. In this connection, reference is invited to my letter No.C-1474 dated the 17th May 1930 to the then Deputy Commissioner, Mysore District, a copy of which was sent to the Secretary to the Government, Electrical Department, with my letter No.C.1475 dated the 17th May 1930, copies of which are herewith attached for ready reference.

Copy

CHIEF ELECTRICAL ENGINEER,
Government of Mysore, Bangalore.

JTR.
6-11-38.

8

Ref. No.77 B/40.

Office of the Board of Management,
Sivasamudram Jaghir, Belakavadi,

Dated 23-10-1940.

From

The Manager, Board of Management
of the Sivasamudram Jaghir, Belakavadi,
(Via) Maddur.

To
ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 672
Date 26.10.40

The Secretary to Government,
Govt. of Mysore, Electrical Department,
BANGALORE.

Sir,

Reference:- Hot-weather compensation-discontinuance from 1938-39.

* * * *

The hot-weather compensation of Rs.941/- per year which was paid to this Jaghir by the Mysore Government has been stopped from the year 1938-39. On a reference to the Chief Electrical Engineer to the Government of Mysore, he has informed me in his No.2929 dated 29-7-39 (Copy enclosed) that the Government of Mysore have not intimated him the reasons for the stoppage. I therefore request that you will be pleased to inform me the circumstance under which the hot-weather compensation has been stopped from 1938-39.

N Krishnaswamy
Manager. 24 10 40

M.S. 24-10.

Sir, Herewith submitted.

Copy of the letter from the Chief Electrical Engineer to the Government of Mysore, Bangalore. to the Manager, Board of Management of the Sivasamudram Jaghir Estate, Belakavadi, (Via) Maddur. No.2929 dated 29th July, 1939.

Dear Sir,

HOT WEATHER COMPENSATION.
DISCONTINUANCE FROM 38-39.

With reference to your M.R.O.C.No.78/1939 dated the 25th May 1939 on the above subject, we wish to inform you that Government have not intimated this Department the reasons for their orders. A copy of the Government order on the subject is herewith sent to you for your information.

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No.....
Date.....

Yours faithfully.

M. Hayath.
29-7-1939.
For Chief Electrical Engineer.

N Venkatasa
Manager. 24 10 40

M.S. 24-10.

10

Ref. No.77 B/40.

Office of the Board of Management,
Sivasamudram Jaghir, Belakavadi,
Dated 18-11-1940.

From

Janopakarakartha T.A. Jotindranath Mudaliar Esq.
Jagirdar of Sivasamudram.

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 908
Date 22.11.40

To

The Secretary to Government,
Government of Mysore, Electrical Department,
BANGALORE.

Ref:- Hot weather compensation-discontinuance from 1938-39.

Sir,

I have the honour to invite your kind attention to this office letter No.77 B/40 dated 23-10-40 and request that you will be pleased to send an early reply in the matter.

For Jaghirdar. 19 11 40

M.S. 19-11.

205
21/11/40.

19.11.40

Urgent

ELECTRICAL SECRETARIAT.

Draft for approval.

No. EDS. 1187

Dated 3/12/40

Encls.

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Secretary to Govt.,
Law Dept., Bangalore.

Subject :—

Hot weather compensation discontinuance from 1938-39.

Sir,

I have the honour to invite a reference to this office Note No. D. 205 dated the 11th November 1940 on the above subject and to request that the file of papers therewith forwarded may kindly be returned early with your opinion, as the Jagirdar is ~~requesting~~ pressing for an early ~~in the~~ reply in the

(No. 149/40-41)

WD 06960—GPB—2,000—10-6-40

Proceedings of the Government of
His Highness the Maharaja of Mysore.

Electrical Department.

R e a d.-

Correspondence ending with letter No.EDS.1811 dated the 28th January 1939 to the Chief Electrical Engineer intimating that the hot weather compensation of Rs 941/- (Rupees nine hundred and forty one only) to the Jaghirdar of Sivasamudram may be paid for the year 1937-38 only and directing that the Jaghirdar or the Board of Management as the case may be, ~~may~~ be notified that it is not proposed to continue further payments.

2. Letter No.21187 dated the 16th/17th March 1939 from the Chief Electrical Engineer recommending the continuance of the hot weather compensation of Rs 941/-, ~~and extension of the lease for a further period of about 30 years from 1935~~.

Order No.EDS. 1343-45 20th December 1940.

Government agree with the views expressed above by the Chief Electrical Engineer and are accordingly pleased to direct that the hot weather compensation of Rs 941/- (Rupees nine hundred and forty one only) per annum may be continued to be paid. They further direct that the lease may be extended for a further period of 30 years from 1935 and that a proper and effective agreement may be got executed and submitted for the approval of Government before the

9278
19/16/12/40

For favour of remarks, if any.

Law Secretary, with compliments

Whether there is any necessity for extending the lease for a further period of 30 yrs from 1935 is a matter to be decided by the administrative section. If there is the necessity, then the G.O. seems to be in order.

17/12/40

Lease of 30 years is necessary. The G.O. may issue

18/12

the payment referred to is ~~effected~~ made. to the bank.

Secretary to Government,
Electrical Department.

To

The Chief Electrical Engineer.

The Comptroller of Mysore (through the Financial Secretary to Government, with file and two spare copies)

The Auditor, Electrical Department.

A.N.

Ref. No.77 B/40.

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 1820
Date 14-12-40

Office of the Board of Management,
Sivasamudram Jaghir, Belakavadi,
Dated 12-12-1940.

From

Janopakarakartha T.A. Jotindranath Mudaliar Avl.,
Jagirdar of Sivasamudram.

To

The Secretary to Government,
Govt. of Mysore, Electrical Department,
B A N G A L O R E.

Ref:- Hot weather compensation-discontinuance from 1938-39.

****

Sir,

I request an early reply to my letter No.77 B/40 dated 23-10-40 and the reminder thereon dated 18-11-40.

For Jaghirdar. 12 12 40

M.S. 12-12.

Orders are about to issue.

ELECTRICAL SECRETARIAT.

Draft for approval.

DEPUTY'S OFFICE
25 JAN 1941
NO. 4865

No. EDS. 1621-22 D/29/1/41

~~Dated~~

Encls.

D 381
D 24/1/41

For perusal –

D/27/1

D/28/1

Issue.

26/1/41

D/27/1

D/28/1

D/27/1

Issued in EDS 1621-22 D/29/1/41

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Manager Board of Management of the Tirumalarao Jagirs Belakawadi (via) Maddur.

Subject :—

Payment of Hot-weather Compensation.

—

Sir,

I am directed to acknowledge the receipt of your letters dated the 23rd October 1940 (Flag J) and 18th Nov. 1940 (Flag K) respectively requesting to be informed of the circumstances under which the hot-weather compensation has been stopped from 1938-39.

2. In reply, I am to state that the request for ~~with~~ have no objection to continue the lease for a further period of 30 years from 1931. Subject to the

17.

relinquishing his

Jagir dairi ~~rig~~ rights for drawing

water during summer months ~~as~~

~~relinquished~~ as agreed to by him before ~~during the currency~~

~~of his third period~~, I am to

add that arrangements will be

made for the payment of the

Hon'ble Commutation of Rupees

(Rupees nine hundred and forty

one only) per annum after a formal

~~effective~~ agreement is executed

by you the Jagirdar —

~~In view of what is stated above,~~

~~you are requested~~ I request you

~~I am to request you~~ kindly

take further action

to ~~move further~~ in this matter

with the Collector.

I am etc.

Sd/-

Sd/-

Dy. Sec: to Govt.

Copy forwarded for information in continuation

of this Dept. no: GO 1343 T dated 20th Dec: 1940.

Sd/-

Sd/-

Ref. No.77 B/40.

Office of the Board of Management,
Sivasamudram Jaghir, Belakavadi,
Dated 10-2-1941.

18

From

Sri. N. Krishnaswamy Mudaliar,
M A N A G E R.

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 1402
Date 12.2.41

To

The Secretary to the
Government of Mysore,
Electrical Department, Bangalore.

Ref:- Payment of hot weather compensation. Your letter No.E.D.S.1621 dated 29-1-41. Flag P.)

****

Sir,

I request that a copy of the agreement executed in 1905 may be caused to be sent to enable me to take further action in the matter.

N Krishnaswamy
Manager. 10 2 41

Copy forwarded to the Chief Electrical Engineer to Government, Bangalore, for information.

M.S. 10-2.

From

The Secretary to Government,
Electrical Department,
B a n g a l o r e.

To

The Chief Electrical Engineer
to the Government of Mysore,
B a n g a l o r e.

No.EDS. 1831
Dated 27/2/41

Subject:- Payment of hot weather compensation - Agreement therefor.

S i r,

2 drafts)

Flag F)

I am directed to invite a reference to G.O.No.EDS.1343-45 dated the 20th December 1940 on the above subject, and to request you kindly to expedite the submission of the agreement to be entered into with the ---- Jaghirdar of Sivasamudram for the approval of Government.

I have etc.,

Secretary to Government,
Electrical Department.

A.N. 26/2/41

From

The Secretary to Government,
Electrical Department,
B a n g a l o r e.

To

Sri N. Krishnaswamy Mudaliar,
Manager, Office of the Board of
Management, Sivasamudram Jaghir,
Belakavadi.

No.EDS. 1832

Dated 27/2/41

Subject:- Payment of Hot Weather Compensation - Agreement therefor.

S i r,

With reference to your letter No.77B/40 dated the 10th February 1941, requesting to be supplied with a copy of the agreement executed in 1905, I am directed to state that there was no concluded agreement in 1905 between the Mysore Government and the Jaghirdar of Sivasamudram, as the latter was a minor at that time.

2. It has now been decided by Government to continue the hot weather compensation of Rs 941/- (Rupees nine hundred and forty one only) per annum for a further period of 30 years from 1935. The Chief Electrical Engineer has been requested to take further action in the matter.

I have etc.,

26/2

Secretary to Government,
Electrical Department.

No.EDS. 1833

Copy of the above, is forwarded,

forwarded, with compliments, to the Chief Electrical Engineer, for information, in continuation of this office letter No.EDS./831 dated 27th February 1941

Secretary to Government,
Electrical Department.

26/2/41.

A.N.

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 1501
Date 25.2.41

To

The Dewan of Mysore,

Bangalore.

Respected Sir,

We, the undersigned, ryots of Sivasamudram island, most respectfully beg to bring to your kind notice the following few lines for your sympathetic consideration and favourable orders.

In the year 1903 the Government of Mysore constructd an anicut across the Cauvery River, towards the western side of the Ramasethu Bridge near Sivasamudram Island to fecilitate supply of water to their electrical power works at Sivasamudram (Bluff).

On account of the construction of the new anicut, free supply of water to our lands was cut off, and we could not raise our crops properly, whereupon we objected, and requested the Mysore Government to remove the above anicut. Afterwards the Mysore Gov Government considered the question deeply and drawn up an agreement with the Court of Wards who were managing the estate for the then minor Jahagirdar. Some of the conditions of the agreement are as follows:-

i to provide a sluice measuring not less than 3' in width in the anicut.

ii to ensure proper supply of water to our wet lands for ever, they have to sanction a sum of Rs.18,000/- for installing an electrically driven centrifugal pump at the head of the main channel, and to run the same at their own cost.

iii to pay a sum of Rs.500/- per day in case of failure to supply water to our wet lands either for stoppage of the centrifugal pump or for any other reason.

iv to close the sluice in the anicut from 1st day of January in every year to the 1st day of June. And in case the sluice is not opened after 1st June a compensation of a sum of Rs.500/- per day is to be paid to us until it is opened.

v to pay us a sum of rupee one per acre of wet land per year, and a sum of Rs.100/- per year to the mango grove belonging to the Jahagirdar, as hot weather compensation for preventing water to flow through the sluice from 1st January to 1st June of every year, the total sum amounting to Rs.941/-.

vi to pay a sum of Rs.10,000/- per year for the failur of crops on account of non-supply of water to our lands for a season.

vii In accordance with the foregoing conditions of the agreement a sum of Rs.16,000/- has been paid by the Mysore Government to the ryots, for not having opened the three feet sluice in the anicut from 1st June 1914 to 16th June 1914.

As per terms of the agreement the Mysore Government was sactioning a lump sum of Rs.1,000/- every year for paying hot weather compensation to us, which was being drawn by the Jahagirdar and adjusted towards the land revenue payable to him by us. Since the payment of the above hot weather compensation was discontinued by the Mysore Government from Fasli 1348, ~~approached the Jahagirdar to move the matter with the~~ Mysore Government. Finally we learn that the agreement expired and the above compensation can only be paid after the agreement is renewed. In this connection we beg to state that it is neither legally justifiable nor in order to allow the anicut in existence without demolishing the same completely, even after the expiry of agreement. ~~xxxxxxxxxx~~ It is just to retain the anicut and to safeguard the interest of the agriculturists the agreement was drawn up. The compensation provided to the agriculturists, in the agreement was not proportionate to the loss and inconveniences, they were suffering. The important condition of the ~~xxxxxx~~ agreement i.e. regarding the installation of the centrifugal pump was not carried out inspite of repeated representation made to the Government of Mysore both by the ryots and Jahagirdar since they did not make proper arrangements to ensure proper supply of water to our wet lands, we are suffering continuous failure of crops year after year, which can be estimated to more than a sum of Rs.10,000/- per year. In addition to this, the Mysore Government abruptly stopped the small amount of Re. one per acre per year ~~as~~ the hot weather compensation from Fasli 1348 and onwards on the ground that the agreement expired. In case ~~of~~ the Mysore Government felt the necessity of having the ~~amount~~ anicut after the date of expiry of the agreement, they ought to have given timely notice to us and to the Jahagirdar for the renewal of the agreement or ought to have demolished completely the anicut and other constructions nearby. Instead of doing this they are maintaining the anicut as usual as if the agreement is in force taking advantage of our ignorance in the matter. It is also not legally correct in having closed the small sluice of

3' in the anicut from 10th January to 10th June very year even after the expiry of the agreement. By this we suffered a heavy loss of crops in those years ~~of~~ viz. 1939, 40 and 41. We, therfore, most respectfully pray kindly to pay us a compensation of at least a sum of Rs. 50/- per acre per year for the years 1939, 40 and 41 and kindly pass orders to demolish the above anicut to prevent further loss to us, at least within a fortnight. from the date of the receipt of this humble representation and to redress our grievences.

Lastly we humbly pray to pass favourable orders in view of jus justice, without prejudice to our legal position in the matter. For which act of kindness we shall be highly obliged to you.

Thanking you in anticipation.

Address.
K. Veerabadra Reddy
Ryots of Sivasamudram.
Belakawadi Post,
via. Maddur.
Dated. 20-2-. 1941.

We beg to remain,
Respected Sir,
Your loyal subjects.
K. Sundara Reddy
B.R. Seshadri Iyengar
B.R. Sundara Rajaiyengar
B.S. Venkatachalaiah
B.R. Rajaswamy Iyengar
B. Srinivasa Aiyengar
20.2.41

Copy of the above is most respectfully submitted for sympathetic consideration and favourable orders.

To.
The Secretary,
Electrical Department,
Bangalore.

S. [illegible]

T. Karunananda Mudaliar.

Abbananda Mudaliar.

[illegible]

سید محمد پیشکار قاضی در [illegible]

حضرت مردان غیب [illegible]

Ahamad Huseam.

Separate the file relating to the agreement with the Jodhpur Darbar then [illegible] the agreement is concerned with appeal from 1938(?)

[illegible]

26

Telephone No. 2110

IN REPLY REFER TO
No. 18201.
ENCLO.

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 1524
Date 3.3.41

Telegraphic Address:
"GOMED"

CODES USED
BENTLEY'S, LIEBER'S
A. B. C. 6TH EDITION.
BUSINESS TELEGRAPHIC CODE

GOVERNMENT OF MYSORE

ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,

Bangalore, 1st March 1941.

(MYSORE, S. INDIA.)

From

S. G. FORBES, ESQ., E.E., B.SC., E. & M.E., MEM. A.I.E.E.,
CHIEF ELECTRICAL ENGINEER
TO THE GOVERNMENT OF MYSORE,
BANGALORE.

To

The Secretary to the Government of Mysore,
Electrical Department,
BANGALORE.

Sir,

Payment of Hot weather compensation - Agreement therefor.

I have your letter No.EDS-1831 dated the 27th ultimo and in reply have the honour to state that the General Superintendent of Generation, Sivasamudram, has been instructed to prepare and submit an agreement at an early date.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer.

SGF-CSC.

Recd.

From

The Secretary to Government,
Electrical Department,
B a n g a l o r e.

To

Mr. K. Veerabhadra Mudaliar, and other
ryots of Sivasamudram Island,
Belakavadi Post,
Via. Maddur.

No.EDS. 1869
Dated 4/3/41

Subject:- Payment of hot weather compensation to the Jagirdar of Sivasamudram.

With reference to their petition dated the 20th February 1941 addressed to the Dewan of Mysore ~~and copy forwarded to this office~~ on the above subject, Mr. K. Veerabhadra Mudaliar and other ryots of Sivasamudram Island are informed that the grant of hot weather compensation of Rs 941 (Rupees nine hundred and forty one only) per annum has been renewed for a further period of 30 years with effect from 1935.

Secretary to Government,
Electrical Department.
4/3/41

ELECTRICAL SECRETARIAT.

Draft for approval.

No. EDS. 1944

Dated 20/3/41

Encls. 1 Petition in original

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer,
Bangalore

Subject :—

Payment of Hot weather compensation for withholding water to the lands of the Tirukandam Zamindar

Sir,

With reference to correspondence ending with your letter No. 18201 dated the 1st March 1941 on the above subject, I have the honour to forward herewith (in original to be kindly returned) ~~with the~~ the petition dated the 10th March 1941 received from the ryots of Sivasamudram

(Folio 32)

249/40-41)

29

Island and to request that your ~~letter~~ report in the matter may kindly be submitted at an early date.

I have etc.

4/3

Secretary to Govt.
Electrical Dept.

17/3

17/3/41.

17/3

Telephone No. 2110

IN REPLY REFER TO
No. 1970
ENCLO.

Telegraphic Address:
"GOMED"

CODES USED
BENTLEY'S, LIEBER'S
A. B. C. 6TH EDITION.
BUSINESS TELEGRAPHIC CODE

GOVERNMENT OF MYSORE

ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,

Camp, Sivasamudram
Bangalore, 25th March 1941

(MYSORE, S. INDIA.)

26/4

ELECTRICAL SECRETARIAT
BANGALORE
Reg. No. 1699
Date 27-3-41

From

S. G. FORBES, ESQ., E.E., B.SC., E. & M.E., MEM. A.I.E.E.,
CHIEF ELECTRICAL ENGINEER
TO THE GOVERNMENT OF MYSORE,
BANGALORE.

To

The Secretary to Government,
Electrical Department,
Bangalore.

Sir,

Payment of Hot-weather compensation for withholding water to the lands of Sivasamudram Jaghir.

I have your No.EDS.1944 dated the 20th March 1941 and the petition dated the 10th March 1941 received by you from 11 of the ryots of Sivasamudram (Island) and in reply have the honor to state that the owners of the lands on the Island of Sivasamudram commanded by the Irrigation Canal are residents of Madras Presidency, therefore, we have no means of determining if the petitioners are actually owners of the lands or if they are tenents of the Jaghirdar.

2. In this connection, reference is invited to my No. C.1475 dated the 17th May 1930 from which it will be found that there is sufficient leakage down the Southern Branch of the Cauvery river to the Seven-anicuts and the Intake to the Irrigation Canal on the Sivasamudram Island for hot-weather purposes of the lands under irrigation on the Island and commanded by the canal. The quantity of water flowing in the Southern Branch of the Cauvery river at the present time is the same as in 1930 and for many years previously during the hot-weather seasons.

3. The Seven-anicuts and the canal are not maintained in reasonable repair, therefore, this leakage goes to waste over the Barchukki Falls instead of flowing on to the lands. This state of disrepair of the Seven-anicuts and the Irrigation Canal on the Island has come about through no action by Mysore Government but purely by reason of neglect for many years by the Jaghirdar and the ryots to make any repairs; therefore, there is no basis for the claims of these ryots for hot-weather compensation at the rate of Rs.30 per acre per annum plus the installation of an electrically-driven pump.

4. Mysore Government are under no obligations to the Madras Government, to the Jaghirdar or to the ryots to maintain these irrigation works for collecting and conveying the water required during the hot-weather for manural crops or even during the irrigation season. It appears to be the duty of the Madras Government or the Jaghirdar, or the ryots to maintain these works in such a condition that the seepage water flowing the Southern Branch of the Cauvery river will be diverted into the Irrigation Canals and thence to the lands. Even if we kept the sluices in the Kollegal Anicut open during hot-weather seasons, the water passing down the Southern Branch of the river under the present conditions, would go to waste over the Falls, therefore, no compensation for the closure of the sluices in the Kollegal Anicut and cutting off the flow in the Southern Branch of the river during the hot-weather is payable to the ryots on the Island of Sivasamudram.

5. The seepage water available in the Southern Branch of the Cauvery river does not pass through the masonry of the Kollegal anicut, but is the seepage through the bed and banks of the river and through the faults and crevices in the rocks starting above the anicut, all of which amounts to about 5 or

cusecs and is what is known as the underground flow which seeps back into the river when the annual floods in the river have abated.

6. There is no obligation on Mysore Government to pay any compensation whatsoever to the ryots on the Sivasamudram Island so long as there is water flowing down the Southern Branch of the river and especially so long as the Seven-anicuts and canal and headgates are in their present state of disrepair, which condition has obtained, to my personal knowledge, since 1913, a period of over 26 years; however, the payment of the annual compensation of Rs.941 to the Jaghirdar of Sivasamudram, which includes the compensation for stopping the water supply to the lands irrigated in 1900-1902 under the canal on the Sivasamudram Island and under the Dhanagere anicut canal, should be paid in order to establish and maintain Mysore Government's right to take whatever measures as may be necessary to entirely close and cut off the flow of seepage water below the Kollegal anicut. This payment to the Jaghirdar should be contingent upon his compensating the ryots on the Island of Sivasamudram as he is the authority who collects land taxes and water rates from the ryots. Provision for this condition is being made in the draft Agreement, now under preparation providing that the Jaghirdar of Sivasamudram give to Mysore Government the right to close the hot-weather supply to the lands irrigated by the Sivasamudram Island and the Dhanagere Anicut canals, which will be submitted within a few days.

I have the honor to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer

SGF-PRN.

ELECTRICAL SECRETARIAT.

Draft for approval.

No. EDS. 2057

Dated 31.3.41

Encls.

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer,
Bangalore.

Subject:—

Payment of hot weather compensation for withholding water to the lands of Sivasamudram Jaghir

Sir,

Adverting to your letter No. 19701 dated the 25/26th March 1941 on the above subject, I have the honour to request that the original petition of the ryots of Sivasamudram Island, forwarded with this office letter No. EDS. 1944 dated the 20th March 1941, may kindly be

(Flag A)

No 266/40-41

returned to enable further action being taken in the matter.

I have etc.

Nov 3/41

Secretary to Govt.
Electrical Dept.
29/3/41
29/3

No. 77 B/40.

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 1820
Date 9-4-41

Office of the Board of Management,
Sivasamudram Jaghir, Belakavadi,
Dated 7-4-1941.

From

Sri. N. Krishnaswamy Mudaliar,
M A N A G E R.

To

The Secretary to the
Government of Mysore,
Electrical Department, Bangalore.

Sir,

Ref:- Hot weather Compensation.
****

I request to be informed of the orders passed on the petitions of the ryots of Sivasamudram dated 20-2-41 and 10-3-41 claiming enhanced payment of hot weather compensation and construction of an electrically driven pumping installation.

N Krishnaswamy
Manager. 7 4 41

K.S. 7-4.

ELECTRICAL SECRETARIAT.

Draft for approval.

No. EDS. 2171

Dated 16/4/41

Encls.

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer,
Bangalore.

Subject :—

Payment of hot weather compensation for withholding water to the lands of Sivasamudram Jaghir

Sir,

I have the honour to invite a reference to correspondence ending with this office letter No. EDS. 2057 dated the 31st March 1941 on the above subject and to request that the original petition of the Ryots of Sivasamudram Island, therein called for, may

37

kindly be returned very early to enable further action being taken in the matter.

I have etc.

12/4

Secretary to Govt.,
Electrical Dept.

10/4/41

Subject :- petition dated the 10th April 1941 from the ryots of Sivasamudram Village in payment of Hot weather compensation etc.

Forwarded with compliments to the Chief Electrical Engineer for favour of report and early return, in continuation of this office letter No E&S 2 171 dated the 16th April 1941

No E&S 2 248/2 petti.
Dt 24/4/41

The petition dated 20th February 1941 addressed to the Dewan by Mr. Veera Bhadra Mudaliar and others is also sent herewith for reference.

Sd. D.S. Venkanna
for Secy to Govt.
Electrical Dept.

39

Telephone No. 2110

IN REFER TO No. 30501
ENCLO. 3 copies of Agreement forms

Telegraphic Address:
"GOMED"

CODES USED
BENTLEY'S, LIEBER'S
A. B. C. 6TH EDITION.
BUSINESS TELEGRAPHIC CODE

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,
Bangalore, 18th April 1941.
(MYSORE, S. INDIA.)

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 1899
Date 22-4-41

From

S. G. FORBES, ESQ., E.E., B.SC., E. & M.E., MEM. A.I.E.E.,
CHIEF ELECTRICAL ENGINEER
TO THE GOVERNMENT OF MYSORE,
BANGALORE.

To

The Secretary to Government,
Electrical Department,
Bangalore.

Sir,

Payment of hot-weather compensation for with-holding water to the lands of the Sivasamudram Jaghir.

In continuation of this office No.19701-702 dated Camp, Sivasamudram, 25/26th March 1941, I have the honor to submit herewith three copies of a draft agreement as called for in G.O.No.EDS.1343-45 dated 20th December 1940, for approval of Government before sending it to the Jaghirdar for his acceptance and execution.

2. I feel that this agreement will protect Government's interest and secure to them the control of the water in the Cauvery River at and above the Sivasamudram Anicut during the period 1st January to the succeeding south-west monsoon for a period of 30 years.

I have the honor to be,
Sir,
Your most obedient servant,

SGForbes
Chief Electrical Engineer

SGF-PRN
Enclo.

AGREEMENT made this day of between the Government of His Highness the Maharaja of Mysore (hereinafter called "The Government") represented by the Secretary to Government in the Electrical Department for the time-being of the one part and the Jaghirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jaghir, Belakvadi, his successors, assigns or heirs (hereinafter called the "Owner") of the other part.

WHEREAS "The Government" require the use of all water available in the Cauvery above the Falls at Sivasamudram for the Generation of Power, and Whereas it was agreed between the Government of His Highness the Maharaja of Mysore and the Government of Madras on behalf of the Jaghirdar that the control of the hot weather river flow as hereinafter defined shall be vested for a period of thirty years in the said Government (of Mysore) on certain conditions.

delete

Definition:

Hot Weather: The period of Hot Weather for purposes of this Agreement shall be reckoned from the forenoon of 1st January until the river is in floods from the South-West Monsoon.

(1) This agreement shall commence from 2nd day of July 1935 on which day the previous agreement expired and shall continue for a period of thirty years therefrom.

See New Para

(2) (a) The "Owner" agrees to "The Government" withholding Hot Weather Supplies from all lands irrigable under the Canal taken from the Right Flank of the

5-5-41

Dhanagere Anicut as shown by the accompanying Sketch No.Siva.....and under the Canal on the Sivasamudram Island taken from the Left Flank of the seven Anicuts as shown by the enclosed Sketch No.Siva..... across the southern branch of the Cauvery River at Sivasamudram. Further the "Owner" agrees to Government putting in such temporary obstructions at the heads of the two Canals referred to above at any convenient place within the property of the "Owner" to effectively prevent the flow of water into these Canals during every Hot Weather. Hot weather for the purposes of this agreement means the period inclusive of the monsoon.

(2) (b) The Government does not assume any responsibility for maintaining these Anicuts except in so far as they may find it necessary to do so for the proper control of the Hot Weather water supplies for their own purposes.

(3) In lieu of withholding Hot Weather Supplies to the lands under the two Canals, the Government agrees to pay to the "Owner" a fixed sum of Rupees Nine Hundred and Forty One (Rs941/- only) each year as Hot Weather Compensation soon after the close of each Hot Weather Season.

(4) The "Owner" as the authority who collects taxes and water rates from the tenants and occupiers of these lands under these Canals shall assume all responsibility for remitting the taxes and water rates assessed by him and shall pass on to each, appropriate amounts of the compensation paid to him by the Government, and shall indemnify them (Govt) against any claims of the said tenants for the withholding of the hot weather supplies.

(5) The amount payable as specified under para (3) supra shall not be subject to any alteration by rea-

5-5-41

son of increase or decrease of area to be irrigated under these two Canals from time to time, but shall remain fixed at Rupees Nine Hundred and Forty One (Rs941/- only) for the period of this agreement.

(6) The "Owner" agrees to renew the agreement for a further required period if the "Government" desires to do so under the same terms and conditions after the expiry of this Agreement.

(7) The "Government" reserves the right to terminate this Agreement with a year's Notice served on the "Owner" at the office of the Jagirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jaghir, Belakvadi. A letter containing this notice sent by Registered Post to the owner at the above address shall be taken as satisfying the requirements of serving the Notice for purposes of this Agreement.

(8) In the event of any dispute or difference arising as to the construction, meaning or effect of this Agreement or of any clauses herein contained or as to the rights or liabilities of either of the parties under this Agreement, the matter in dispute shall be submitted to Arbitration in accordance with the ~~Mysore Government~~ Arbitration Act No.....as amended from time to time and as in force in Mysore.

(9) IN WITNESS WHEREOF the Government of His Highness the Maharaja of Mysore through their representative the Secretary to Government, Electrical Department, have executed this Agreement and the Common Seal of "Owner," namely the Jaghirdar of Sivasamudram and the

M
5-5-41

Managing Member of the Board of Management, Sivasamudram Jaghir, has been hereunto affixed this day and year first above written.

NS
5-5-41

SGF-MH-MSSV.
19/4/41

AGREEMENT made this day of between the Government of His Highness the Maharaja of Mysore (hereinafter called "The Government") as represented by the Secretary to Government in the Electrical Department for the time-being of the one part and the Jaghirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jaghir, Belakvadi, his successors, assigns or heirs (hereinafter called the "Owner") of the other part.

WHEREAS "The Government" require the use of all water available in the Cauvery above the Falls at Sivasamudram for the Generation of Power and Whereas it was agreed between the Government of His Highness the Maharaja of Mysore and the Government of Madras on behalf of the Jaghirdar that the control of the hot weather river flow as hereinafter defined shall be vested for a period of thirty years in the said Government (of Mysore) on certain conditions.

Definition:

Hot Weather: The period of Hot Weather for purposes of this Agfeement shall be reckoned from the forenoon of 1st January until the river is in floods from the South-West Monsoon.

(1) This agreement shall commence from 2nd day of July 1935 on which day the previous agreement expired and shall continue for a period of thirty years therefrom.

(2) (a) The "Owner" agrees to "The Government" withholding Hot Weather Supplies from all lands irrigable under the Canal taken from the Right Flank of the

Dhanagere Anicut as shown by the accompanying Sketch No.Siva.....and under the Canal on the Sivasamudram Island taken from the Left Flank of the seven Anicuts as shown by the enclosed Sketch No.Siva..... across the southern branch of the Cauvery River at Sivasamudram. Further the "Owner" agrees to Government putting in such temporary obstructions at the heads of the two Canals referred to above at any convenient place within the property of the "Owner" to effectively prevent the flow of water into these Canals during every Hot Weather.

(2) (b) The Government does not assume any responsibility for maintaining these Anicuts except in so far as they may find it necessary to do so for the proper control of the Hot Weather water supplies for their own purposes.

(3) In lieu of withholding Hot Weather Supplies to the lands under the two Canals, the Government agrees to pay to the "Owner" a fixed sum of Rupees Nine Hundred and Forty One (Rs941/- only) each year as Hot Weather Compensation soon after the close of each Hot Weather Season.

(4) The "Owner" as the authority who collects taxes and water rates from the tenants and occupiers of these lands under these Canals shall assume all responsibility for remitting the taxes and water rates assessed by him and shall pass on to each, appropriate amounts of the compensation paid to him by the Government.

(5) The amount payable as specified under para (3) supra shall not be subject to any alteration by rea-

son of increase or decrease of area to be irrigated under these two Canals from time to time, but shall remain fixed at Rupees Nine Hundred and Forty One (Rs941/- only) for the period of this agreement.

(6) The "Owner" agrees to renew the agreement for a further required period if the "Government" desires to do so under the same terms and conditions after the expiry of this Agreement.

(7) The "Government" reserves the right to terminate this Agreement with a year's Notice served on the "Owner" at the office of the Jagirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jaghir, Belakvadi. A letter containing this notice sent by Registered Post to the "Owner" at the above address shall be taken as satisfying the requirements of serving the Notice for purposes of this Agreement.

(8) In the event of any dispute or difference arising as to the construction, meaning or effect of this Agreement or of any clauses herein contained or as to the rights or liabilities of either of the parties under this Agreement, the matter in dispute shall be submitted to Arbitration in accordance with the Mysore Government Arbitration Act No.....as amended from time to time.

(9) IN WITNESS WHEREOF the Government of His Highness the Maharaja of Mysore through their representative the Secretary to Government, Electrical Department, have executed this Agreement and the Common Seal of "Owner," namely the Jaghirdar of Sivasamudram and the

Managing Member of the Board of Management, Sivasamudram Jaghir, has been hereunto affixed this day and year first above written.

SGF-MH-MSSV.

P.G.F. 19/4/41

AGREEMENT made this day of between the Government of His Highness the Maharaja of Mysore (hereinafter called "The Government") as represented by the Secretary to Government in the Electrical Department for the time-being of the one part and the Jaghirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jaghir, Belakvadi, his successors, assigns or heirs (hereinafter called the "Owner") of the other part.

WHEREAS "The Government" require the use of all water available in the Cauvery above the Falls at Sivasamudram for the Generation of Power and Whereas it was agreed between the Government of His Highness the Maharaja of Mysore and the Government of Madras on behalf of the Jaghirdar that the control of the hot weather river flow as hereinafter defined shall be vested for a period of thirty years in the said Government (of Mysore) on certain conditions.

Definition:

Hot Weather: The period of Hot Weather for purposes of this Agreement shall be reckoned from the forenoon of 1st January until the river is in floods from the South-West Monsoon.

(1) This agreement shall commence from 2nd day of July 1935 on which day the previous agreement expired and shall continue for a period of thirty years therefrom.

(2) (a) The "Owner" agrees to "The Government" withholding Hot Weather Supplies from all lands irrigable under the Canal taken from the Right Flank of the

Dhanagere Anicut as shown by the accompanying Sketch No.Siva.....and under the Canal on the Sivasamudram Island taken from the Left Flank of the seven Anicuts as shown by the enclosed Sketch No.Siva..... across the southern branch of the Cauvery River at Sivasamudram. Further the "Owner" agrees to Government putting in such temporary obstructions at the heads of the two Canals referred to above at any convenient place within the property of the "Owner" to effectively prevent the flow of water into these - Canals during every Hot Weather.

(2) (b) The Government does not assume any responsibility for maintaining these Anicuts except in so far as they may find it necessary to do so for the proper control of the Hot Weather water supplies for their own purposes.

(3) In lieu of withholding Hot Weather Supplies to the lands under the two Canals, the Government agrees to pay to the "Owner" a fixed sum of Rupees Nine Hundred and Forty One (Rs941/- only) each year as Hot Weather Compensation soon after the close of each Hot Weather Season.

(4) The "Owner" as the authority who collects taxes and water rates from the tenants and occupiers of these lands under these Canals shall assume all responsibility for remitting the taxes and water rates assessed by him and shall pass on to each, appropriate amounts of the compensation paid to him by the Government.

(5) The amount payable as specified under para (3) supra shall not be subject to any alteration by rea-

son of increase or decrease of area to be irrigated under these two Canals from time to time, but shall remain fixed at Rupees Nine Hundred and Forty One (Rs941/- only) for the period of this agreement.

(6) The "Owner" agrees to renew the agreement for a further required period if the "Government" desires to do so under the same terms and conditions after the expiry of this Agreement.

(7) The "Government" reserves the right to terminate this Agreement with a year's Notice served on the "Owner" at the office of the Jagirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jaghir, Belakvadi. A letter containing this notice sent by Registered Post to the "owner" at the above address shall be taken as satisfying the requirements of serving the Notice for purposes of this Agreement.

(8) In the event of any dispute or difference arising as to the construction, meaning or effect of this Agreement or of any clauses herein contained or as to the rights or liabilities of either of the parties under this Agreement, the matter in dispute shall be submitted to Arbitration in accordance with the Mysore Government Arbitration Act No.....as amended from time to time.

(9) IN WITNESS WHEREOF the Government of His Highness the Maharaja of Mysore through their representative the Secretary to Government, Electrical Department, have executed this Agreement and the Common Seal of "Owner," namely the Jaghirdar of Sivasamudram and the

Managing Member of the Board of Management, Sivasamudram Jaghir, has been hereunto affixed this day and year first above written.

SGF-MM-MSSV.

19/4/41

ELECTRICAL SECRETARIAT.

Draft for approval.

No. EDS. 2512

Dated 22nd May '41

Encls. a copy of draft Agreement

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Chief Elect: Engr.,
Bangalore.

Subject :— Payment of hot weather compensation for withholding water to the lands of the Sivasamudram Jagir.

Sir,

With reference to your letter No: 30501 dated the 18th/21st April 1941 on the above subject, I am directed to return herewith, duly modified & approved by Government, the draft agreement proposed to be entered into with the Jagirdar of Sivasamudram & to request that further necessary action may kindly be taken in this matter.

I am, etc.

RWD)

X)

Dy. Secy. to Govt.

Draft agreement as need for approval by Govt.

AGREEMENT made this----------day of----------
between the Government of His Highness the Maharaja of Mysore ---
represented by the Secretary to Government in the Electrical ---
Department for the time-being (hereinafter called "~~The~~ Government")
of the one part and the Jaghirdar of Sivasamudram and the Managing
Member of the Board of Management of Sivasamudram Jaghir, Belakavadi,
his successors, assigns or heirs (hereinafter called the "Owner")
of the other part.

WHEREAS "~~The~~ Government" require the use of all water available in the Cauvery above the Falls at Sivasamudram for the Generation of Power.

(1) This Agreement shall be in force till 2nd July 1965 and it will be given retrospective effect from 1935.

(2) (a) The "Owner" agrees to "~~The~~ Government" with-holding Hot Weather Supplies from all lands irrigable under the Canal taken from the Right Flank of the Dhanagere Anicut as shown by the --- annexed ~~accompanying~~ Sketch No.Siva.....and under the Canal on the Sivasamudram Island taken from the Left Flank of the seven Anicuts, as shown by the annexed ~~enclosed~~ sketch No. Siva..... across the southern branch of the Cauvery River at Sivasamudram. Further the "Owner" agrees to Government putting in such temporary obstructions at the heads of the two Canals referred to above at any convenient place within the property of the "Owner" to effectively prevent the flow of water into these Canals during every Hot Weather. Hot Weather for the purpose of this agreement inclusive of this -- clause means the period from the forenoon of 1st January until the river is in floods from the South-West Monsoon.

does not assume any responsibility

(2)(b) ~~The~~ Government agrees to effect necessary repairs to the seven anicuts to make available at the head, the quantity of water required for the lands during the irrigation season or wet weather, the Jahgirdar attending to the necessary maintenance of the channel to ensure the supply of the water to the lands in question.

(3) In lieu of withholding hot weather supplies to the lands under the two channels, ~~the~~ Government agrees to pay to the Owner at Rs 3/- per acre on the 844½ acres of land under the channels, as hot weather compensation soon after the close of each hot weather season.

rates from the occupants and/or tenants ~~and occupiers~~ of the~~se~~ lands under these Canals shall assume all responsibility for remitting the taxes and water rates ~~assessed~~ assessed by him and shall pass on to each occupant or tenant appropriate amounts of the compensation paid to him by ~~the~~ Government and shall indemnify ~~them~~ Government against any claims of the said tenants for the withholding of the hot weather supply.

(5) Replace "the words at Rupees nine hundred and forty one only" by Rupees two thousand ~~five~~ Sixty hundred and ~~thirty~~ Twenty three ~~and annas eight~~ only. (Rs ~~8,533-8-0~~ 2623/-)

(6) The "Owner" agrees to renew the agreement for a further required period if ~~the~~ "Government" desire to do so under the same terms and conditions after the expiry of the period of this Agreement.

(7) ~~The~~ "Government" reserves the right to terminate this Agreement with a year's notice served on the "Owner" at the office of the Jaghirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jaghir, Belakavadi. A letter containing this notice sent by Registered Post to the "Owner" at the above address shall be taken as satisfying the requirements of serving the notice for purposes of this Agreement.

(8) In the event of any dispute or difference arising as to the construction, ~~meaning or effect of this Agreement~~ interpretation ny

(9) ~~IN WITNESS WHEREOF~~ In witness whereof ~~the~~ Government ~~of His Highness the Maharaja of Mysore~~ through their representative the Secretary to Government, Electrical Department, have executed this Agreement and the Common Seal of the "Owner", namely the Jaghirdar of Sivasamudram and ~~the~~ Managing Member of the Board of Management, Sivasamudram Jaghir, has been hereunto affixed ~~this day and year first above~~ the year & date afore written.

O/C

57

By regd post.

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 18444
Date 11-4-41

Belakavadi,
Dated 10-4-1941.

From

K. Veerabhadra Mudaliar and
Other Ryots of Sivasamudram Island,
Belakavadi Post(Via) M A D D U R.

To

The Secretary to His Highness the
Maharaja of Mysore, Electrical Department,
B A N G A L O R E.

Respected Sir,

In continuation of our humble representation dated 10-3-41 we beg to invite your kind reference to our representation dated 20-2-41 praying for the removal of the Kollegal anicut near Rama Sethu Bridge. We beg to state that no action has been taken till now about the removal of the said Anicut. On the other hand we find that the level of the anicut has been raised by means of clay bags for arresting the over flow of water un-usually this year only

Since you have closed the vents, we have to suffer a great loss. Even now we request you kindly to pass orders immediately for the removal of the anicut referred to above as the agreement is no longer in force.

We earnestly once again pray that personal inspection of the Irrigation 7 anicuts will fully convince you about the real facts.

We pray that the question may be kindly settled immediately as the agricultural opperations are to be commenced very shortly and to avoid further heavy loss and inconvinence to us.

Eagerly awaiting to your favourable orders in the matter and thanking you in anticipation.

We beg to remain,
Respected Sir,
Your most obedient servants.

K. Veerabadra Mudaliar
B. Thoraiyan
B. S. Venkatachalaiah
T. Karunananda Mudaliar.
B. R. Sundara Raja Iyengar
N. V. Raja Mudaliar.
[illegible]

[illegible]

[illegible]

H. Ramaraddy

S. Ragavendra Iyengar

[illegible]

[illegible]

[illegible]

OFFICE OF THE DEWAN OF MYSORE,

Pct. No. 2432

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 1518
Date 27.2.41

Dated, 25 . 2 . 1941

The accompanying petition addressed to the Dewan is forwarded, with compliments, to the Secretary to Government, Electrical Department, for favour of disposal.

By Order,

Bdaborle 25/2/41

Private Secretary to the Dewan.

A similar petition has been received in this which is being dealt with.

27/2

EWAN
25.2.41
2432

To

The Dewan of Mysore,

Bangalore.

Respected Sir,

We, the undersigned, ryots of Sivasamudram island, most respectfully beg to bring to your kind notice the following few lines for your sympathetic consideration and favourable orders.

In the year 1903 the Government of Mysore constructd an anicut across the Cauvery River, towards the western side of the Ramasethu Bridge near Sivasamudram Island to fecilitate supply of water to their electrical power works at Sivasamudram (Bluff).

On account of the construction of the new anicut, free supply of water to our lands was cut off, and we could not raise our crops properly, whereupon we objected, and requested the Mysore Government to remove the above anicut. Afterwards the Mysore Govern Government considered the question deeply and drawn up an agreement with the Court of Wards who were managing the estate for the then minor Jahagirdar. Some of the conditions of the agreement are as follows:-

i to provide a sluice measuring not less than 3' in width in the anicut.

ii to ensure proper supply of water to our wet lands for ever, they had to sanction a sum of Rs.18,000/- for installing an electrically driven centrifugal pump at the head of the main channel, and to run the same at their own cost.

iii to pay a sum of Rs.500/- per day in case of failure to supply water to our wet lands either for stoppage of the centrifugal pump or for any other reason.

iv to close the sluice in the anicut from 1st day of January in every year to the 1st day of June. And in case the sluice is not opened after 1st June a compensation of a sum of Rs.500/- per day is to be paid to us until it is opened.

v to pay us a sum of rupee one per acre of wet land per year, and a sum of Rs.100/- per year to the mango grove belonging to the Jahagirdar, as hot weather compensation for preventing water to flow through the sluice from 1st January to 1st June of every year, the total sum amounting to Rs.941/-.

vi to pay a sum of Rs.10,000/- per year for the failur of crops on account of non-supply of water to our lands for a season.

vii In accordance with the foregoing conditions of the agreement a sum of Rs.16,000/- has been paid by the Mysore Government to the ryots, for not having opened the three feet sluice in the anicut from 1st June 1914 to 16th June 1914.

As per terms of the agreement the Mysore Government was sactioning a lump sum of Rs.1,000/- every year for paying hot weather compensation to us, which was being drawn by the Jahagirdar and adjusted towards the land revenue payable to him by us. Since the payment of the above hot weather compensation was discontinued by the Mysore Government from Fasli 1348, we approached the Jahagirdar to move the matter with the Mysore Government. Finally we learn that the agreement expired and the above compensation can only be paid after the agreement is renewed. In this connection we be to state that it is neither legally justifiable nor in order to allow the anicut in existence, without demolishing the same completely, even after the expiry of the agreement. It is just to retain the anicut and to safeguard the interest of the agriculturists the agreement was drawn up. The compensation provided to the agriculturists, in the agreement was not proportionate to the loss and inconveniences, they were suffering. The important condition of the agreement i.e. regarding the installation of the centrifugal pump was not carried out inspite of repeated representations made to the Government of Mysore both by the ryots and Jahagirdar. Since they did not make proper arrangements to ensure proper supply of water to our wet lands, we are suffering continuous failure of crops year after year, which can be estimated to more than a sum of Rs.10,000/- per year. In addition to this, the Mysore Government abruptly stopped the small amount of Re. one per acre per year, the hot weather compensation, from Fasli 1348 and onwards on the ground that the agreement expired. In case if the Mysore Government felt the necessity of having the anicut after the date of expiry of the agreement, they ought to have given timely notice to us and to the Jahagirdar for the renewal of the agreement or ought to have demolished completely the anicut and other constructions nearby. Instead of doing this they are maintaining the anicut as usual, as if the agreement is in force, taking advantage of our ignorance in the matter. It is also not legally correct in having closed the small sluice of

64

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6.6.41

D 717
9/6/41

From

The Secretary to Government,
Electrical Department,
B a n g a l o r e.

To

Mr. Veerabadra Mudaliar and other
ryots of Sivasamudram Island,
Belakavadi Post,
(Via) Maddur.

No. EDS. 2649-50
Dated 14th June 1941.

Subject:- Removal of the Kollegal anicut etc.

With reference to their petitions dated 20th February and 10th April 1941, Mr. Veerabadra Mudaliar and other ryots of Sivasamudram Island are informed that it is reported that there is sufficient --- leakage of water down the southern branch of the Cauvery river to the seven anicuts and to the intake of the irrigation canal on the Sivasamudram Island for hot weather cultivation of the lands under the canal. It is also reported that the quantity of water flowing in the southern branch of the Cauvery river during hot weather is the same as it was many years ago, but the anicuts and the canal are not maintained in a state of reasonable repair by the Jaghirdar and the ryots and therefore the leakage instead of flowing on to the lands is going to -- waste over the Barachukki Falls. The difficulty, if any, for water supply to the lands is ~~mainly~~ said to be due, mainly, to the neglect of the --- Jaghirdar and the ryots for many years to put the anicuts in a state of repair.

For favour of personal inspection.
Minister for Law)
7-6-41
Issue
9/6

Issued in E DS 2649-50 D 14/6/41

As

As regards hot weather compensation, the Chief Electrical Engineer has been requested to obtain an agreement from the Jaghirdar and arrange for payment of the usual charges.

Secretary to Government,
Electrical Department.

No.EDS. 2650 Dated 14th June 1941.

Copy of the above, is forwarded, with compliments, to the Chief Electrical Engineer, for information, with reference to correspondence ending with his U.O.Memo No.33802 dated the 26th May 1941.

Secretary to Government,
Electrical Department.

N.

Telephone No. 2110

IN REPLY REFER TO No. 3451-52. ENCLO.

ELECTRICAL SECRETARIAT BANGALORE. Reg. No. 2217 Date 3.6.41

Telegraphic Address "GOMED"

CODES USED BENTLEY'S, LIEBER'S A. B. C. 6TH EDITION. BUSINESS TELEGRAPHIC CODE

GOVERNMENT OF MYSORE

ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,

Bangalore, 22nd June 1941.

(MYSORE, S. INDIA.)

From

S. G. FORBES, ESQ., E.E., B.SC., E. & M.E., MEM. A.I.E.E.,
CHIEF ELECTRICAL ENGINEER
TO THE GOVERNMENT OF MYSORE,
BANGALORE.

To

The General Superintendent of Generation,
Sivasamudram.

Dear Sir,

Agreement - Hot weather compensation for withholding water from Sivasamudram Jaghirdar lands.

We wish to enclose herewith 4 copies of agreement (final) as approved by Government to be entered into with the Jaghirdar of Sivasamudram for withholding water to the Sivasamudram Jaghir lands during hot weather and request that they may be arranged to be signed by the Jaghirdar of Sivasamudram in token of his acceptance and returned early to this office for further needful.

Yours truly,

SGF-KK-AK.

Chief Electrical Engineer.

Copy forwarded, with compliments, to the Secretary to Government, Electrical Department, Bangalore, for information with reference to his No.EDS-2512 dated 22nd May 1941.

Chief Electrical Engineer.

It may be recorded.

Records.

67

Telephone No. 2110.

IN REPLY REFER TO
NO 36324-25
ENCLO.

Telegraphic Address:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6th EDITION
BUSINESS TELEGRAPHIC CODE

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,

Bangalore, 29th June 1941
(MYSORE, S. INDIA.)

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 2.
Date 1.7.41.

The General Superintendent of Generation,
Sivasamudram.

Dear Sir,

Agreement - Hot Weather Compensation.

With reference to your Memo No.8349-50 dated the 23rd June 1941, we would request you to kindly call on the Jaghirdar of Sivasamudram and pursuade him to sign the Agreement very early.

Yours truly,
R. Ramakrishna
Chief Electrical Engineer.

SGF-KK-AK.

Memo No.

Copy forwarded, with compliments, to the Secretary to Government, Electrical Department, Bangalore, for information, together with a copy of General Superintendent's letter referred to above.

Encl one.

R. Ramakrishna
Chief Electrical Engineer.
29.6.41

Proposal

Kar Minister

68

Telephone No. 2110.

IN REPLY REFER TO
NO .....
ENCLO.

Telegraphic Address:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6th EDITION
BUSINESS TELEGRAPHIC CODE

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,

Bangalore, 26th June, 1941.
(MYSORE, S. INDIA.)

Copy of letter No.8349-50, Dated 22/23-6-1941, From The General Superintendent of Generation, Sivasamudram, to The Managing Member of the Board of Management of the Estate of the Jaghirdar of Sivasamudram Belakvadi.

AGREEMENT -- HOT WEATHER COMPENSATION.

I have the honour to invite your kind reference to correspondence ending with this office letter No.8071 dated the 11th June 1941 on the above subject, and to request you to kindly return the Agreement Forms, duly signed, at an early date, to enable us to pay the Hot Weather Compensation sanctioned by Government.

"C o p y"

R.Ramakrishna.
CHIEF ELECTRICAL ENGINEER.
28.6.41

TSDR.

Telephone No. 2110

IN REPLY REFER TO
No. 706
ENCLO. Enclosures 2.

Telegraphic Address:
"GOMED"

CODES USED
BENTLEY'S, LIEBER'S
A. B. C. 6TH EDITION.
BUSINESS TELEGRAPHIC CODE

GOVERNMENT OF MYSORE

ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,

Bangalore, 8th July 1941.

(MYSORE, S. INDIA.)

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 76
Date 9.7.41

From

S. G. FORBES, ESQ., E.E., B.Sc., E. & M.E., MEM. A.I.E.E.,
CHIEF ELECTRICAL ENGINEER
TO THE GOVERNMENT OF MYSORE,
BANGALORE.

To

The Secretary to Government,
Electrical Department,
BANGALORE.

Sir,

Agreement -- Hot Weather Compensation.

In continuation of my letter No.36324 dated 29th June 1941, I have the honour to enclose herewith a copy of letter No.43/1 dated 3rd July 1941 received from the General Superintendent of Generation, Sivasamudram, together with a copy of the enclosure therein referred to, on the above subject.

I have the honour to be,
Sir,
Your most obedient servant,
R. Ramakrishna.
Chief Electrical Engineer.
8.7.41.

RK-VJN.

D.68
9.7.41

For perusal
Law Minister,

OFFICE OF THE MINISTER
JUL 10 1941
371

Record

Letter No.43/1 dated 3rd July 1941 from the General Superintendentof Generation, Sivasamudram, to the Chief Electrical Engineer, Govt. of Mysore.

Agreement -- Hot Weather Compensation.

With reference to your letter No.36324 dated the 29th June 1941 on the above subject, I have the honour to inform you that the Jaghirdar of Sivasamudram is not at Belakvadi at present. As soon as he comes, I shall arrange to see him and persuade him to sign the Agreement very early.

In the meanwhile I am herein enclosing a copy of the letter received from the Manager of the Board of Management, Sivasamudram, Jaghir, Belakvadi, in regard to this subject, for your kind information.

(Copy)

R.Ramakrishna.

VJN.8/7/41. For Chief Electrical Engineer.

8.7.41

Letter No.77-B-40 dated 24th June 1941 from Sri N. Krishnaswamy Mudaliar, Manager, Office of the Board of Management, Sivasamudram Jaghir, Belakvadi, to the General Superintendent of Generation, Sivasamudram.

Ref: Agreement -- Hot Weather Compensation.
Your letter No.8349-50 dated 22-6-1941.

The Agreement forms have been sent to the Members of the Board of Management for approval. On receipt they will be sent to you.

(Copy)

R. Ramakrishnah

VJN.8/7/41. For Chief Electrical Engineer.
8.7.41.

ELECTRICAL SECRETARIAT.

Draft for approval.

No. EDS. 692

Dated 16.9.41

Encls. —

From

The Secretary to Government,
Electrical Department,
Bangalore.

To The C.E.E.
Bangalore.

Subject :— Agreement — Hot Weather Compensation.

Sir,

With reference to your letter No 706.D/8.7.41. on the above subject, I have the honour to request to be informed, in what ~~if further communication~~ matter stands at present, has since been received in the matter, from the Superintendent of Generation Sivasamudram.

I have etc.

13.9.41
For Secretary to Govt.
Elec. Department

Telephone No. 2110.

IN REPLY REFER TO
NO .....
ENCLO.

Telegraphic Address:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6th EDITION
BUSINESS TELEGRAPHIC CODE

ELECTRICAL SECRETARIAT
BANGALORE
Reg. No. 667
Date 18-9-41

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,
(MYSORE, S. INDIA.)

Bangalore, September 1 194 .

OFFICE OF THE
MINISTER FOR LAW
SEP 25 1941
No. 2933

Letter No. EDS. 692 dated 16th September 1941 from the Secretary to Government, Electrical Department, Bangalore, to the Chief Electrical Engineer to the Government of Mysore, Bangalore.

--:--

Subject:- Agreement - Hot weather Compensation.

With reference to your letter No. 706 dated 8th July 1941 on the above subject, I have the honour to request to be informed in what stage the matter stands at present.

======

Memo No. 6175-76 Bangalore, 17th Septr. 1941.

Copy to the General Superintendent, Generating Stations, Sivasamudram to immediately report as to when the agreement will be completed.

SGF-CS2-SK. Chief Electrical Engineer.

Copy of the above is forwarded with compliments to the Secretary to Government, Electrical Department, -- Bangalore, for kind information.

Chief Electrical Engineer.
17/9

D. 343.
24.9.41.

For perusal.

Law Minister)

Record

74

Telephone No. 2110

IN REPLY REFER
No. C.647-29
ENCLO.

Telegraphic Address:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT.

OFFICE OF THE GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME,
(Camp) Mysore, 9th October 1941
(MYSORE, S. INDIA.)

From

M. HAYATH, ESQ., B.E., (MECH.), B.S.E.E.,
GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME,
BANGALORE.

To

The Secretary to Government,
Electrical Department,
(Camp) MYSORE.

Sir,

Agreement - Hot Weather Compensation
to the Jaghirdar of Sivasamudram.

With reference to your letter No.EDS.692 dated 16-9-1941, I have the honour to state that the Manager of the office of the Board of Management of the Sivasamudram Jaghir has intimated in his letter No.77.B.40 dated 28-8-1941 to the General Superintendent of Generation, Sivasamudram, that the matter has been referred to their Legal Adviser and that the result would be communicated in due course. The Manager is being reminded to execute the Agreement early.

I have the honour to be,
Sir,
Your most obedient servant,

M. Hayath 9/X
General Superintendent, C.P.S.

No D 400 & 10/10/41.

NK-DMJ.

9/10

OFFICE OF THE MINISTER FOR LAW
OCT 10 1941
No 3511

For perusal
Law Minister 10/10
10-10-41

Record
10/10 11/10

9/10

GOVERNMENT OF MYSORE ELECTRICAL DEPARTMENT 76

Tele one No. 2110

IMMEDIATE.

No. 12793.

Enclo 3 copies of letters and one original petition

Telegraphic Address "GOMED"

CODES USED
BENTLEY'S, LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPHIC CODE.

From

OFFICE OF THE GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME,

Bangalore, 11th December 1941.
(MYSORE, S. INDIA.)

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 1257
Date 12.12.41

D.670.
9/12.12.41.

M. HAYATH, ESQ., B.E., (MECH.), B.S.E.E.,
GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME,
BANGALORE.

To

DEC 12 1941
No. 5959

The Secretary to the Government of Mysore,
Electrical Department,
BANGALORE.

Sir,

Subject:- Hot Weather Compensation payable for the lands on the Sivasamudram Island.

I have the honour to enclose herewith a copy of the letter I have received from the Jaghirdhar of Sivasamudram on the above subject and to state that the petition forwarded by the Jaghirdhar is I believe a reply to a letter addressed by you to the ryots in your No.EDS-2649 dated the 14th June 1941 on this subject and to request orders of Government thereon at an early date.

2. In this connection I have to state that I have nothing more to add to what is contained in the following letters of the Chief Electrical Engineer on the above subject, viz.,

1.No.19701-19702 dated 25/26th March 1941
2.No.C-1475 dated 17th May 1930.

Copies of these letters are herewith enclosed for ready reference.

3. As directed in your letter No.EDS-2512 dated 22nd May 1941, the draft agreement was sent to him for completion and

the latest information we have received from the Jaghirdhar is his letter No.77-B-40 dated 16th October 1941, a copy of which was sent to you in my Memo No.8644-45 dated 23/25th October 1941, stating that the matter is receiving his attention.

Flag F)

4. I may further add that the rate of hot weather compensation now agreed to by Government to be paid to the Jaghirdhar and the land owners amounting to Rs941/- was determined as long ago as 1902 and the reasons for fixing the rate of Re.1/- per acre per annum is detailed in the 4th paragraph of letter No.212/Confdl.No.45 dated 25th February 1902 from the Acting Secretary to the Government of Madras, Revenue Department, to the Hon'ble the Resident in Mysore, and I feel that the demand of Rs15/- per acre made now in the petition herewith enclosed is abnormal.

" E)

5. In accordance with the procedure in force in the Mysore State, the Irrigation season is from 10th June to 10th January. Therefore in as much as we have agreed to pay Hot weather compensation to the Jaghirdhar for with-holding water from the lands under the Dhanagere Canal as well as under the canal on the Sivasamudram Island, we have right to with-hold water from his lands from the 10th of January to 10th of June, or till the freshets come in the rivers and their request not to close the sluices on the 10th of January does not seem to be reasonable.

6. An urgent letter may be addressed to the Jaghirdhar not to interfere with the usual procedure of shutting off the water from the lands under the Dhanagere anicut as well as on the Sivasamudram Island from the 10th January pending settlement of the question.

7. Further I would invite your kind reference to this

Submitted to the Law Minister in No B 499 B1 6/12/41

office Un-official No.12002 dated 4-12-1941 on the subject of sluices in the Dhanagere Anicut. As the matter is very urgent, I would request early orders of Government in the matter and strongly urge that the inspection suggested in the un-official note referred to above be arranged for at a very early date.

I have the honour to be,
Sir,
Your most obedient servant,

General Superintendent, CPS. 11/12

MH-CSC.

Copy of letter No.191-B-41 dated 8th December 1941 from Janopakarakartha Sri T.A.Jothindranatha Mudaliar Avl., Jaghirdar of Sivasamudram to the General Superintendent, Cauvery Power Scheme, Bangalore.

In enclosing the petition of the ryots of Sivasamudram in the matter of the Kollegal Anicut otherwise called the Power Anicut, I have the honour to inform you that their representation is reasonable. Of all the points referred to in the petition, the most important and urgent one is the closing of the sluice in the power anicut on the 10th January 1942. As pointed out by the ryots, the sluice in the anicut should not be closed on the 10th January, as the previous agreement between the Government of Mysore and the Jaghirdar has expired long ago and no new agreement has yet been concluded. Pending the execution of the new agreement, I request you to see that the sluice in the power anicut is not closed on the 10th January 1942 as you are in the habit of doing. If inspite of this previous intimation you close the sluice or allow your subordinates to do so, or put sand bags in front of the anicut to close the leakage there will be civil action both against you and me and I am sure you will take steps to avoid the unpleasant consequences which will result in case you shut the sluice.

Copy

M Sayaji Rao 11/12

General Superintendent,
Cauvery Power Scheme.

Copy of letter No.19701-702 dated 25/26th March 1941 from the Chief Electrical Engineer, Bangalore, to the Secretary to Government, Electrical Department, Bangalore.

Payment of Hot-weather compensation for withholding water to the lands of Sivasamudram Jaghir

I have your No.EDS.1944 dated the 20th March 1941 and the petition dated the 10th March 1941 received by you from 11 of the ryots of Sivasamudram (Island) and in reply have the honour to state that the owners of the lands on the Island of Sivasamudram commanded by the Irrigation Canal are residents of Madras Presidency, therefore, we have no means of determining if the petitioners are actually owners of the lands or if they are tenents of the Jaghirdar.

2. In this connection, reference is invited to my No.C. 1475 dated the 17th May 1930 from which it will be found that there is sufficient leakage down the Southern Branch of the Cauvery river to the Seven-anicuts and the Intake to the Irrigation Canal on the Sivasamudram Island for hot-weather purposes of the lands under irrigation on the Island and commanded by the canal. The quantity of water flowing in the Southern Branch of the Cauvery river at the present time is the same as in 1930 and for many years previously during the hot-weather seasons.

3. The Seven-anicuts and the canal are not maintained in reasonable repair, therefore, this leakage goes to waste over the Barchukki Falls instead of flowing on to the lands. This state of disrepair of the Seven-anicuts and the Irrigation Canal on the Island has come about through no action by Mysore Government but purely by reason of neglect for many years by the Jaghird-ar and the ryots to make any repairs, therefore, there is no basis for the claims of these ryots for hot-weather compensation at the rate of Rs30/- per acre per annum plus the installation of an electrically-driven pump.

4. Mysore Government are under no obligations to the Madras Government, to the Jaghirdar or to the ryots to maintain these irrigation works for collecting and conveying the water required during the hot-weather for manural crops or even during the irrigation season. It appears to be the duty of the Madras Government or the Jaghirdar, or the ryots to maintain these works in such a condition that the seepage water flowing the Southern Branch of the Cauvery river will be diverted into the Irrigation Canals and thence to the lands. Even if we kept the sluices in the Kollegal Anicut open during hot-weather seasons, the water passing down the Southern Branch of the river under the present conditions, would go to waste over the Falls, therefore, no compensation for the closure of the sluices in the Kollegal Anicut and cutting off the flow in the Southern Branch of the river during the hot-weather is payable to the ryots on the Island of Sivasamudram.

5. The seepage water available in the Southern Branch of the Cauvery river does not pass through the masonry of the Kollegal anicut, but is the seepage through the bed and banks of the river and through the faults and crevices in the rocks starting above the anicut, all of which amounts to about 5 or 6 cusecs and is what is known as the underground flow which seeps back into the river when the annual floods in the river have abated.

6. There is no obligation on Mysore Government to pay any compensation whatsoever to the ryots on the Sivasamudram Island so long as there is water flowing down the Southern Branch of the river and especially so long as the Seven-anicuts and canal and headgates are in their

present state of disrepair, which condition has obtained, to my personal knowledge, since 1913, a period of over 26 years; however, the payment of the annual compensation of Rs941 to the Jaghirdar of Sivasamudram, which includes the compensation for stopping the water supply to the lands irrigated in 1900-1902 under the canal on the Sivasamudram Island and under the Dhanagere anicut canal, should be paid in order to establish and maintain Mysore Government's right to take whatever measures as may be necessary to entirely close and cut off the flow of seepage water below the Kollegal anicut. This payment to the Jaghirdar should be contingent upon his compensating the ryots on the Island of Sivasamudram as he is the authority who collects land taxes and water rates from the ryots. Provision for this condition is being made in the draft Agreement, now under preparation providing that the Jaghirdar of Sivasamudram give to Mysore Government the right to close the hot-weather supply to the lands irrigated by the Sivasamudram Island and the Dhanagere Anicut Canals, which will be submitted within a few days.

"COPY"

M. Sharyam 11/12

GVS. General Superintendent, CPS.

Cor
11/12/41

Letter No.C/1475 dated 17th May 1930 from the Chief Electrical Engineer, Camp-Sivasamudram, to the Secretary to Government, Electrical Department, Bangalore.

JAGHIRDAR OF SIVASAMUDRAM - COMPENSATION

I have the honour to inform you that I met the Deputy Commissioner, Mysore, at Sivasamudram, in January 1930, and discussed the question of compensation to the Jaghirdar and he has written me his letter No.D-4-1161-28 dated 23-1-1930 a copy of which is enclosed herewith. I do not agree with the Deputy Commissioner in his opinion and would strongly recommend that the Sivasamudram Anicut (Seven Anicuts) and the Sivasamudram Canal be repaired and put in good condition and that the sluice in the Kollegal Anicut be reconstructed as mentioned in my letter to the Deputy Commissioner and for the reasons contained therein.

2. Actually our water has not ever been cut off from the lands on the Sivasamudram Island either during the hot-weather or during the irrigation season, provided the Sivasamudram anicut (Seven Anicuts) and the Sivasamudram Canal are in a reasonable state of repairs, but Government are morally obligated to accept one of the conditions of the original negotiations with the Madras Government and my recommendations are for that alternative which will be the most lasting and will cost the least and which will at the same time, allow sufficient water on to the lands on the Island for irrigation during the hot-weather. If a pump is installed, the ryot will receive water only during the irrigation season and the seepage above the Kollegal anicut will go to waste over the Burchukki Falls. Further more there will be the constantly recurring difficulties incidental to maintaining and operating the plant not within the Mysore territory.

3. I would strongly recommend that orders of Government be passed on this at the earliest so that the work can be executed during the hot-weather of 1931. I would take this opportunity to point out that this question should be definitely settled before the negotiations are taken up with the Madras Government for the renewal of the agreement for the generation of power at Sivasamudram.

"COPY"

GVS. General Superintendent, CPS. 11/12

11/12

85

No. 191-B-41.
Enc: (One)

Office of the Board of Management,
Sivasamudram Jaghir Estate, Belakavadi,
Dated the 8th December 1941.

From

Janopakarakartha Sri. T.A. Jothindranath Mudaliar Avl.,
Jaghirdar of Sivasamudram.

To

The General Superintendent,
Cauvery Power Scheme,
Bangalore.

12678

Sir,

In enclosing the petition of the ryots of Sivasamudram in the matter of the Kollegal Anicut otherwise called the Power - - Anicut, I have the honour to inform you that their representation is reasonable. Of all the points referred to in the petition, the most important and urgent one is the closing of the sluice in the Power anicut on the 10th January 1942. As pointed out by the ryots, the sluice in the anicut should not be closed on the 10th January, as the previous agreement between the Government of - - Mysore and the Jaghirdar has expired long ago and no new agreement has yet been concluded. Pending the execution of the new agreement, I request you to see that the sluice in the Power - - anicut is not closed on the 10th January 1942, as you are in the habit of doing. If inspite of this previous intimation, you - - close the sluice or allow your subordinates to do so, or put sand bags in front of the anicut to close the leakages, there will be civil action both against you and me and I am sure you will take steps to avoid the unpleasant consequences which will result in case you shut the sluice.

for Jaghirdar.

D.D.B/8/12/41.

Copy to the Collector, Coimbatore District for favour of necessary orders.

Copy to the Revenue Divisional Officer, Kollegal.

Copy to the Tahsildar of Kollegal.

24
3.12.41

87

To

M.R.Ry., Janopakarakartha T.A. Jothindranath Mudaliar Avl.,
Jaghirdar of Sivasamudram. Belakavadi.

Respected Sir,

In continuation of our humble representation dated 10-4-41 regarding the removal of Kollegal Anicut near - - Ramasethu Bridge, we beg to bring to your kind notice, that the Secretary to the Government of Mysore Electrical Department, Bangalore, in his letter No. E.D.S. 2649 dated 14-6-41 has stated that the anicuts and the canal are not maintained in a state of reasonable repairs by the Jaghirdar and the ryots and therefore water leaks out instead of flowing to the lands. He also states that the difficulty for water supply to the - - lands due mainly to the neglect of the Jaghirdar and the ryots for many years to put the anicuts in a state of repair. It is further stated that the Chief Electrical Engineer has been requested to obtain an agreement from you and arrange for - - payments of the usual charges.

Though the Government of Mysore have - - totally neglected to fulfil the conditions of previous agreement, yet they blame the Jaghirdar and the ryots stating that they have neglected the maintenance of anicut and channel. This is really injustice on their part. We have already - - sustained a loss of nearly Rs80000/- by this and we are not prepared to loose any longer, if the Government of Mysore do not grant the following requests they may be asked to remove the Kollegal anicut completely.

In this circumstances we wish to inform you that till now we have not received any reply from you, since we own the major portion of wet lands, we request you to consult us giving your opinion.

As the Chief Electrical Engineer has already stated in his letter No. 27104 dated 23-5-39 that he has discontinued the payment of Hot Weather Compensation from 1938-39. He ought to have demolished the Kollegal Anicut immediately, instead of that they are illegally retaining the anicut and closing and opening the sluice according to their Will and Pleasure as usually. Unless they execute the agreement immediately, the anicut may be demolished giving them due notice.

The Mysore Government should be asked the following prayers:--

1. The Government of Mysore should agree to install an Electrically driven Centrifugal Pump at a cost of Rs18000/- and runs the same at their own cost as agreed upon with the Court of Wards and Board of Revenue in the - - year 1905.

2. To sanction Hot Weather Compensation at not less than Rs15/- per acre per year for the wet land.

~~4. [illegible]~~

3. Not to raise the Kollegal Anicut under any circumstances either permanently or temporarily by means of sand bags in any portion of the year. In case, if the anicut is raised, there is likelihood of the washing away of Ramasethu Bridge during floods.

4. To close the sluice left in the middle of the anicut on 31st January and to open the same on 1st May of each year. Failing to do so and to sanction Rs1000/- per day for closing the sluice before 31st January or opening it after May.

5. To pay Hot Weather Compensation at the rate - - specified above for the lands either belonging to the - - Jaghirdar or ryots that may be converted into wet.

6. To be responsible for efficient water supply to the wet lands irrigable under the anicut.

Unless they are agreeable to the above terms, no lease should be executed. If you do not take steps on the above line we will not be able to pay you assessment from this year.

N.B:-- The Government of Mysore may not be allowed to close the sluice on 10-1-42 if the agreement with the - - conditions specified above is not drawn up within these - - period. In case if you give your consent without consulting us, the Mysore Government and yourself will be responsible for our loss.

Belakavadi,
30-11-1941

We beg to remain,
Respected Sir,
Your most obedient servants,

T. Kanakaiya Mudr. Ryot &
Sivarayudrau.
T. Karunanada Mudaliar.
Abbanaida Mudaliar
B. R. Sundaramaraja Iyengar
B.R. Seshadri
N.V. Raja Mudaliar
N. P. Shumarasalwamy
B. Venkatachataiah, V.P
Belakavadi

No. T.C. 149/4142
Encl. One

Confidential

OFFICE OF THE DEPUTY COMMISSIONER,
MANDYA DISTRICT,

Mandya, dated 10th December *19* 41

DEWAN'S OFFICE
12 DEC. 1941
NO. 5083

FROM

C.M.H. Ranajodha Singh, Esq., B.A.,
~~The~~ *Deputy Commissioner,*
Mandya District,
MANDYA.

To

M.G. Mehkri, Esq., B.A., LL.B.,
Secretary to the Government of Mysore,
Public Works, Electrical & Railways Departments
Bangalore.

DEC 12 1941
5927

SIR,

I have the honour to forward herewith for favour of your information a copy of Report received from the District Superintendent of Police, Mandya.

D.712.
12.12.41.

Submitted for perusal. The F.S. CPO tells me that he is making a reply in this

Law Minister & Dewan.

I have the honour to be,
Sir,
Your most obedient servant,

Deputy Commissioner,
Mandya District.

HSS.

Report from the Police Sub-Inspector, Malavalli to the District Superintendent of Police, Mandya District, Mandya.

Beg to report that it was learnt that there are two sluices in Dhangere anecut belonging to the Jahagirdar of Belakavadi and the other to the C.P.S. It was also learnt that there is an agreement between the Jahagirdar and the Government of Mysore to the effect that the C.P.S. sluice at the above anecut should not be opened prior to the 10th January every year and that in case of doing so a sum of Rs. 1,000/- per day has to be paid to the Jahagirdar.

On 20-11-1941 a notice was issued to the General Superintendent, Sivasamudram, from the office of the Belakavadi Jahagirdar asking him to pay Rs. 1,000/- per day as per the agreement as he had opened the C.P.S. sluice from 10th November 1941 contrary to the conditions of the agreement. On 22-11-1941 the General Superintendent came to Belakavadi to meet the Jahagirdar in this connection and to give him a reply in the matter. The Jahagirdar did not give an interview to the General Superintendent. In the reply given by the General Superintendent to the Jahagirdar, it is learnt that the former has admitted to have opened the sluices from 14-11-1941 and closed on the evening of 20-11-1941.

The Jahagirdar wants to proceed against the Electrical Department for the recovery of Rs. 15,000/- i.e., at the rate of Rs. 1,000/- per day from 14-11-1941 to 20-11-1941 as per the conditions of the agreement.

It was also learnt that about 20 or 25 years back there was a similar instance and that then the Government paid Rs. 18,000/- to the Jahagirdar.

The above facts are submitted for kind information.

S/ C. Krishna Bhatt,
S.I., Belakavadi.

S.P. 1/41-42.

Copy of the foregoing is submitted to the Superintendent of Police, Bangalore, for favour of perusal.

[illegible] T.V. Krishnamurthy,
[illegible],
[illegible].

S.P. 12/41-42.
Confidential.

[illegible] District Superintendent of Police,
[illegible]
Bangalore District.

[illegible]

Copy of the above is submitted to the Deputy Commissioner, Mandya District, Mandya, for favour of kind information.

Sd/ K. Seshagiri Rao,

Mandya Dist. Superintendent of Police.

'Copy'

Deputy Commissioner,
Mandya District.

HPS.

92

T.C. 149/4172

Encl. One

Confidential

OFFICE OF THE DEPUTY COMMISSIONER,
MANDYA DISTRICT,

Mandya, dated December 10, 1941

FROM

C.H. Ranajodha Singh, Esq., B.A.,
The Deputy Commissioner,
Mandya District,
MANDYA.

OFFICE OF THE MINISTER FOR FINANCE & REVENUE
12 DEC 1941

MANDYA'S OFFICE
13 DEC. 1941
NO. 5105

12 DEC 1941

R 2998

To 3489

Rajasevaprasaktha
B.T. Kesaviengar, Esq., B.A.,
Chief Secretary to the Government of Mysore,
Bangalore.

1293
16.12.41

SIR,

I have the honour to forward herewith for favour of your information a copy of Belakavadi Sub-Inspector's report, received from the District Superintendent of Police, Mandya District, Mandya.

I have the honour to be,
Sir,
Your most obedient servant,

Deputy Commissioner,
Mandya District.

Submd
The case will be Exd & submd for orders.
12/12

Put to Rev Minister
Dewan

HSS.

Letter No.478-82/CPS. dated the 18th August 1914 from the Secretary to Government, Public Works Department, B'lore, to the Comptroller, Public Works Branch.

As the discharge in the river Cauvery during the early part of the month of June 1914 fell so low as to cause heavy shutdowns at the Mines, the Jaghirdar of Sivasamudram was requested to keep open the scouring sluices of the Dhanakere Anicut until freshets came down the river. For his having consented to forego the irrigation supply to his lands above the Anicut during the period of short supply, Government were pleased to agree to the payment to him of a compensation of Rs1,000/- per day from the 7th to 22nd June (both days inclusive), I have therefore the honour to request you will be so good as to remit a sum of Rs16,000/- (rupees sixteen thousand only) to the Jaghirdar through the Deputy Commissioner, Mysore District, and obtain a receipt for the payment.

2. The amount may be debited to the Cauvery Power Scheme Budget.

Sd/- Karpur Shrinivasa Rao,
Offg: Secretary to Government,
P.W.Department.

No.479/CPS. Bangalore, Dated the 18th August 1914.

Copy of the above is forwarded, with compliments, to the Chief Electrical Engineer, for information.

Sd/- x x x x x x x x x x x x
Under Secretary to Government
Public Works Department.

"COPY"

ese
16/12/41

16/12/41

Report from the Police Sub-Inspector, Malavalli to the District Superintendent of Police, Mandya District, Mandya.

Beg to report that it was learnt that there are two sluices in Dhanagere anecut belonging to the Jahagirdar of Belakavadi and the other to the C.P.S. It was also learnt that there is an agreement between the Jahagirdar and the Government of Mysore to the effect that the C.P.S. sluice at the above anecut should not be opened prior to the 10th January every year and that in case of doing so a sum of Rs. 1000/- per day has to be paid to the Jahagirdar.

On 26-11-1941 a notice was issued to the General Superintendent, Sivasamudram, from the office of the Belakavadi Jahagirdi asking him to pay Rs. 1,000/- per day as per the agreement as he has opened the C.P.S. sluice from 10th November 1941 contrary to the conditions of the agreement. On 30-11-1941 the General Superintendent came to Belakavadi to meet the Jahagirdar in this connection and to give him a reply in the matter. The Jahagirdar did not give an interview to the General Superintendent. In the reply given by the General Superintendent to the Jahagirdar, it is learnt that the former has admitted to have opened the sluices from 14-11-1941 and closed on the evening of 29-11-1941.

The Jahagirdar wants to proceed against the Electrical Department for the recovery of Rs. 15,000/- i.e., at the rate of Rs. 1,000/- per day from 14-11-1941 to 29-11-1941 as per the conditions of the agreement.

It was also learnt that about 20 or 22 years back there was a similar instance and that then the Government paid Rs. 18,000/- to the Jahagirdar.

The above facts are submitted for kind information.

Sd/ C. Krishna Sastri,
S.I., Belakavadi.

S.B. 1/41-42.

Copy of the foregoing is submitted to the Superintendent of Police, Mandya, for favour of perusal.

Sd/ T.V. Krishna Murthy,
Police Inspector,
Malavalli.

S.B. 82/41-42.
Confidential.

Office of the District Superintendent of Police,
Mandya District, Mandya,
Dated 6th December 1941.

Memo

Copy of the above is submitted to the Deputy Commissioner, Mandya District, Mandya, for favour of kind information.

Sd/ K. Seshagiri Rao,
Dist. Superintendent of Police.

'Copy'

Deputy Commissioner,
Mandya District.

HSS.

95

Telephone No. 2110

No. 15687
Enclos.

Telegraphic Address
"GOMED"

CODES USED
BENTLEY'S, LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPHIC CODE.

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 1485
Date 12.1.42

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT.

OFFICE OF THE GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME,

Bangalore, 10th January 1942.
(SOUTHERN S. INDIA.)

OFFICE OF THE
MINISTER FOR LAW
JAN 12 1942
No. 7118

From

M. HAYATH, ESQ., B.E., (MECH.), B.S.E.E.,
GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME,
BANGALORE.

To

The Secretary to Government,
Electrical Department,
BANGALORE.

Sir,

Hot Weather Compensation payable
for the lands on the Sivasamudram
Island.

In continuation of this office letter No.12793-94 R.U.D) dated 11th December 1941, I have the honour to confirm your instructions that the sluice in the Kollegal Anicut may be closed on the 10th instant as was being done previously. Accordingly I have instructed the General Superintendent of Generation, Sivasamudram, to close the sluice in the Kollegal anicut to-day being the 10th of January 1942.

I request you to kindly address the Jagirdhar in the matter at an early date.

I have the honour to be,
Sir,
Your most obedient servant,

M. Hayath
General Superintendent, 10/1
Cauvery Power Scheme.

MH-VJN.

D.860.
12/1.1.42.

Letter for 1st proviso.
The opinion of the Advocate General is awaited

Law Ministry

12/1

12/1

12/1

13/1

13/1

D.O.No. E.D.S. 2118—19.9/17.1.42.
Encls. A copy of letter with its enclosure with 2118.

95

Dear Mr. Ranajodha Singh,

JAN 15 1942
7197

D.876.
15.1.42.

For approval before issue

14/1

15/1

14/1

Issued on 17/1/42.

You may be aware that under an agreement with the Government of Madras when the Jaghirdar of Sivasamudram was a minor the Mysore Government agreed to pay a sum of Rs 941/- per annum at the rate of one rupee per acre for a period of 30 years for withholding the hot weather supply of water to the lands of the Jaghirdar of Sivasamudram in connection with the power works. This payment ~~was~~ is being made since 1901-02 and the Chief Electrical Engineer ~~was~~ has been asked ~~for~~ to make payment ~~for~~ from 1937-38. After the period of this agreement Government thought it desirable to continue the agreement with the Jaghirdar for a further term of 30 years from 1935 and the Chief Electrical Engineer was requested to obtain from the Jaghirdar a proper and effective agreement. The Jaghirdar has not only not executed the agreement but has demanded a sum of Rs 15/- per acre as compensation against Re.1/- per acre that was being paid to him, for closing the sluice gates from 10th of January to the 10th of June every year or till the freshets come in the river. He has threatened that he would file a suit if the compensation is not paid at this rate. The General Superintendent, Cauvery Power Scheme has however pending further settlement of this question between the Jaghirdar and the Government directed the General Superintendent, Generating Station, Sivasamudram to close the gates from the 10th January as usual.

I am desired to request you kindly to

to interview the Jaghirdar at your earliest convenience and use your good offices to see that the Jaghirdar executes the agreement, -- agreeing to receive the usual compensation of Rs 941/- per year and to report the result of your interview with him.

I enclose a copy of the letter dated the 8th December 1941 from the Jaghirdar to the General Superintendent, Cauvery Power Scheme, for your information.

Yours sincerely,

14/1

Copy to Hy. S. CP. S.

D.O. No. E.D.S. 2118. 7/17. 1.42.

URGENT

98

January 42

Dear Mr. Ranajodha Singh,

You may be aware that under an agreement with the Government of Madras when the Jaghirdar of Sivasamudram was a minor, the Mysore Government agreed to pay a sum of Rs 941/- per annum at the rate of one rupee per acre for a period of 30 years for withholding hot weather supply of water to the lands of the Jaghirdar of Sivasamudram in connection with the power works. This payment is being made since 1901-02 and the Chief Electrical Engineer has been asked to make payment from 1937-38 also.

After the period of this agreement, Government thought it desirable to continue the agreement with the Jaghirdar for a further term of 30 years from 1935 and the Chief Electrical Engineer was requested to obtain from the Jaghirdar a proper and effective agreement. The Jaghirdar has not only not executed the agreement but has demanded a sum of Rs 15/- per acre as compensation against Re.1/- per acre that was being paid to him, for closing the sluice gates from 10th of January to the 10th of June every year or till the freshets come in the river. He has threatened that he would file a suit if the compensation is not paid at this rate. The General Superintendent, Cauvery Power Scheme has however, pending further settlement of this question between the Jaghirdar and the Government, directed the General Superintendent, Generating Station, Sivasamudram to close the gates from the 10th January as usual.

I am desired to request you kindly to interview the Jaghirdar at your earliest convenience and use your good offices to see that the Jaghirdar executes the agreement, agreeing to receive the usual compensation of Rs 941/- per year and to report the result of your interview with him.

I enclose a copy of the letter dated the 8th December,

8th December 1941 from the Jahirdar to the General Superintendent, Cauvery Power Scheme, for your information.

The General Superintendent, Cauvery Power Scheme will meet you and explain details to you on hearing from you.

Yours sincerely,

Sd. M. G. Mehkri,

No.EDS. 2119. Dated Bangalore, 17th January 1942

Copy of the above, is forwarded, with compliments, to the General Superintendent, Cauvery Power Scheme, for information.

Secretary to Government,
Electrical Department.

A.N.

Letter No.191-B-41 dated the 8th December 1941, from --- Janopakarakartha Sri T.A. Jothindranatha Mudaliar, Avl., Jaghirdar of Sivasamudram, to the General Superintendent, Cauvery Power Scheme, Bangalore.

In enclosing the petition of the ryots of Sivasamudram in the matter of the Kollegal Anicut otherwise called the Power Anicut, I have the honour to inform you that their representation is reasonable. Of all the points referred to in the petition, the most important and urgent one is the closing of the sluice in the power anicut on the 10th January 1942. As pointed out by the ryots, the sluice in the anicut should not be closed on the 10th January, as the previous agreement between the Government of Mysore and the Jaghirdar has expired long ago and no new agreement has yet been concluded. Pending the execution of the new agreement, I request you to see that the sluice in the power anicut is not closed on the 10th January 1942, as you are in the habit of doing. If inspite of this previous intimation, you close the sluice or allow your --- subordinates to do so, or put sand bags in front of the anicut to close the leakages, there will be civil action both against you and me and I am sure you will take steps to avoid the unpleasant consequences which will result in case you shut the sluice.

" C o p y "

Secretary to Government,
Electrical Department.

A.N.

Petition dated the 30th November 1941, from the Ryots of Sivasamudram, to the Jaghirdar of Sivasamudram, Belakavadi.

In continuation of our humble representation dated 10th April 1941 regarding the removal of Kollegal Anicut near Ramasethu Bridge, we beg to bring to your kind notice, that the Secretary to the Government of Mysore, Electrical Department, Bangalore, in his letter No.EDS.2649 dated 14-6-1941 has stated that the anicuts and the canal are not maintained in a state of reasonable repairs by the Jaghirdar and the ryots and therefore water leaks out instead of flowing to the lands. He also states that the difficulty for water supply to the lands due mainly to the neglect of the Jaghirdar and the ryots for many years to put the anicuts in a state of repair. It is further stated that the Chief Electrical Engineer has been requested to obtain an agreement from you and arrange for payments of the usual charges.

Though the Government of Mysore have totally neglected to fulfil the conditions of previous agreement, yet they blame the Jaghirdar and the ryots stating that they have neglected the maintenance of anicut and channel. This is really injustice on their port. We have already sustained a loss of nearly Rs 80,000/- by this and we are not prepared to loose any longer, if the Government of Mysore do not grant the following requests they may be asked to remove the Kollegal anicut completely.

In these circumstances we wish to inform you that till now we have not received any reply from you, since we own the major portion of wet lands, we request you to consult us giving your opinion.

As the Chief Electrical Engineer has already stated in his letter No.27104 dated 23-5-1939 that he has discontinued the payment of Hot Weather Compensation from 1938-39, he ought to have --- demolished the Kollegal Anicut immediately, instead of that, they are illegally retaining the anicut and closing and opening the

the sluice according to their will and pleasure as usually. Unless they execute the agreement immediately, the anicut ma be demolished giving them due notice.

The Mysore Government should be asked the following prayers.-

1. The Government of Mysore should agree to inc---- an Electrically driven Centrifugal Pump at a cost of Rs 18,000/- and runs the same at their own cost as agreed upon with the Court of Wards and Board of Revenue in the year 1905.

2. To sanction Hot Weather Compensation at not less than Rs 15/- per acre per year for the wet land.

3. Not to raise the Kollegal Anicut under any circumstances either permanently or temporarily by means of sand bags in any portion of the year. In case, if the anicut is raised, there is likelihood of the washing away of Ramasethu Bridge during floods.

4. To close the sluice left in the middle of the anicut on 31st January and to open the same on 1st May of each year. Failing to do so and to sanction Rs 1,000/- per day for closing the sluice before 31st January or opening it after May.

5. To pay Hot Weather Compensation at the rate specified above for the lands either belonging to the Jaghirdar or ryots that may be converted into wet.

6. To be ~~reasonable~~ responsible for efficient water supply to the wet lands irrigable under the anicut.

Unless they are agreeable to the above terms, no lease should be executed. If you do not take steps on the above line we will not be able to pay you assessment from this year.

N.B.- The Government of Mysore may not be allowed to close

D.O. No. E. D. S.

ON MYSORE GOVERNMENT SERVI

Confidential letter from the Deputy Commissioner
Mandya Dt re instructions from the Law Minister
about negotiations with the Board of Managerme
Sreeranganadam Jaghir, in connection with hot we
Compensat

21/4/40

Secretary to Govt.,
Electrical Dept.,
Bangalore.

close the sluice on 10-1-1942 if the agreement with the conditions specified above is not drawn up within these period. In case if you give your consent without consulting us, the Mysore Government and yourself will be responsible for our loss.

"C O P Y"

Secretary to Government,
Electrical Department.

A.N.

C. S. H. Ranajodha Singh, B.A.
DEPUTY COMMISSIONER.

MINISTER FOR LAW
FEB 25 1942
No. 8462

Mandya,

Date February 21, 1942.

Confidential

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 1853
Date 24.2.42

No. T.C. 149/41-42.

Dear Mr. Sundara Rao,

With reference to Demi-Official letter No. EDS. 2118 dated 17th January 1942 from the Secretary to the Government of Mysore, Public Works, Railways and Electrical Departments, Bangalore, regarding the question of renewal of agreement relating to the withholding of hot weather water supply to the lands in Sivasamudram island, in connection with the Cauvery Power Scheme, between the Government and the Jahagirdar of Sivasamudram, I write to state that the Jahagir is at present managed by a Board of Directors, consisting of Mr. A.T. Devaraja Mudaliar, the Senior Member, and Messrs. Dr. A.J. Ram, T.A. Jothindranath and his brother, Mr. T.A. Narendranath. Mr. Venkata Rao (Retired Tahasildar) is the Manager of the Jahagirdar's office.

D. 1083.
24.2.42.
24/2/42
For first perusal. The main file has been submitted to the minister, Law Minister,
Rs 5/- per acre seems too much
24/2/42
Please see orders on D976 of 00.3.42
20/3

2. I interviewed Mr. T.A. Jothindranath, the Jahagirdar, and his brother Mr. Narendranath, as also Dr. A.J. Ram and Mr. Venkata Rao, the Manager, on the 17th instant. Regarding the question of hot weather compensation, Mr. T.A. Jothindranath, the Jahagirdar, did not show any inclination to take the matter to the Court; and he appeared to be anxious for an amicable settlement with the Government of Mysore.

3. The Manager of the Jahagir, Mr. Venkata Rao, and Dr. A.J. Ram, however, urged that the Government

P.T.O

Government might sympathetically consider their representation for enhancement of compensation and to fix the compensation at least at the rate of Rs. 5/- per acre. When they were told that the amount demanded was out of all proportions to the amount previously agreed upon and paid for 35 years, they stated that they would consult Mr. A.T. Devaraja Mudaliar, the Senior Member of the Board of Management, before giving their final decision in the matter. It appeared to me that they were willing to accept an amount less than Rs. 5/- per acre.

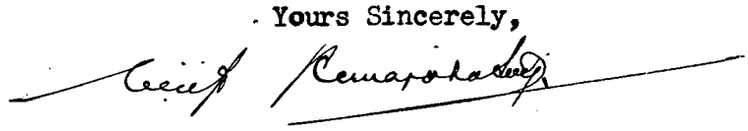
4. The question of installing a centrifugal pump to the Kollegal Dam to ensure adequate supply of water to Sivasamudram island lands - about 661 acres in area - during rainy seasons was urged, but it was pointed out to them that after the construction of the Krishnarajasagara Reservoir there was no necessity for any such contrivance as more than sufficient quantity of water would always be flowing in the river during rainy season. In the alternative they wanted their channels at the 'Seven Anicut' to be put in proper repairs by the Government of Mysore. They were promptly made to understand that it was beyond the scope of discussion and that the question did not arise.

5. Regarding the Clauses 4, 6 and 7 of the Agreement, they wanted time to take legal advice.

6. In the foregoing circumstances I request further instructions in the matter of concluding the proposals when I next meet them, and submitting a final

final report for the perusal of Government.

Yours Sincerely,



G. Sundara Rao, Esq., B.A.,
Secretary to the Government of Mysore,
Public Works, Railways & Electrical
Departments,
Bangalore.

3490 / 4289 / 41 P

107

No. E.D.S. 2350
Encls.

ELECTRICAL SECRETARIAT,

Bangalore, dated 3rd February 1942.

FROM

The Secretary to the Government of Mysore,
Electrical Department,
Bangalore.

To

The Secretary to Government of Mysore,
Law Department, Bangalore.

SECY. LAW DEPT. 3 FEB 1942 GOVT OF MYSORE

3/2/42

Subject:- Payment of compensation to Sivasamudram Jagirdar for closing the sluices

S i r,

I have the honour to invite reference to this office Note No.D.745 dated the 20th January 1942, on the above subject and to request to be kindly informed, when the legal opinion on the points mentioned therein, may be expected to be received.

3490/41 Legal 3/2/42

I have the honour to be,
S i r,
Your most obedient servant,

Secretary to Government,
Electrical Department.

A.N.

The file has been sent to the Advocate General. W.O. If after that he will be reminded.

3/2/42

The Advocate General may be requested to render his opinion very early.

Law Secretary

3/2/42

U.O. No. P 96/41 dated 4/2/42

The file is sent with compliments to the Advocate General for information

Hm 3.2.42

Asst Secy (Law)

3/2/42

No. 590/41-42 dt 24.2.42

3/5/42

108

2. U.O. No. 83/47 Ur
Dt 5.2.42

Returned with compliments, in continuation of this office U.O.No. 82 dated this day, - with which the main file relating to the subject was returned.

SECY. LAW DEPT. 1149 5 FEB. 1942 GOVT OF MYSORE

Morlenlakshmi
Narasappa
Advocate-General.

H/5.2.42.

Hm
2
5.2.42

D. O. No. C. 149 Encl.
4172

Mr. C. M. H. RANAJODHA SINGH,
Offg. Deputy Commissioner.

MANDYA.

Dated February 3, 1942.

Confidential

ELECTRICAL SECRETARIAT
BANGALORE
No. 1689
Date 4-2-42

Dear Sir,

I write to inform you that I would be going over to Bangalore on the 10th instant to discuss with you certain points ~~reg~~ relating to the Dhanagere Anecut. I have also written to the General Superintendent, Cauvery Power Scheme, about this.

With kind regards,

I remain,
Yours Sincerely,

Ranajodha

M.G. Mehkri, Esq., B.A., LL.B.,
Secretary to the Government of Mysore,
Public Works, Railways & Electrical
Departments,
Bangalore.

110

Tele. Line No. 2110

No. 6223/one
Enclo.

Telegraphic Address
"GOMED"

CODES USED
BENTLEY'S, LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPHIC CODE.

ELECTRICAL SECRETARIAT
BANGALORE.
No. 1548
Date 19.1.42

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT.

OFFICE OF THE GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME,
Bangalore, 19th January 1942
(MYSORE, S. INDIA.)

From

M. HAYATH, ESQ., B.E., (MECH.), B.S.E.E.,
GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME,
BANGALORE.

JAN 20 1942
7441

To

The Secretary to the Government of Mysore,
Electrical Department,
BANGALORE.

Sir,

HOT WEATHER COMPENSATION.

I have the honour to enclose herewith a copy of the letter received by the General Superintendent of Generation, Sivasamudram, from the Jaghirdhar of Sivasamudram, on the above subject, for your information. However, as already reported, the sluice in the Kollegal anicut was closed on the 10th instant.

I have the honour to be,
Sir,
Your most obedient servant,
M. Hayath 19/1
General Superintendent, C.P.S.

MH-CSC.

D.912.
20/20.1.42.
Sullia for pond
20/1

19/1 19/1

21/1

Record
21/1 21/1

Letter dated 9th January 1942 from Janopakarakartha T.A. Jotindranath Mudaliar, Jaghirdhar of Sivasamudram, (Camp) Mysore, to the General Superintendent, Electrical Department, Government of Mysore, Sivasamudram.

Re: Hot Weather Compensation.

I have the honour to state that I am also adressing the Mysore and the Madras Governments in the matter and to request you AGAIN to see that the vent in the Kollegal Anicut IS NOT CLOSED ON THE 10th of this month until the question is finally settled.

Copy to Mr.O.Venkatachala Mudaliar and other ryots of Sivasamudram.

C O P Y

19/1

CSC/19-1-42.

General Superintendent, CPS.

Confidential

1120

ELECTRICAL SECRETARIAT.

Draft for approval.

D.O. No. EDS. 3166.

Dated 2.4.42.

Encls. —

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To

C.M.H. Ramayodha Singh Esq BA.
Dy Commissioner, Mandya
Dt. Mandya

Subject:—

Hot weather Compensation to the Taluqdars of Srirangapatna.

Dear Mr Ramayodha Singh,

I am to state that your D.O. letter No T149 dated the 26th March 1942 on the above subject was submitted to the Law Minister (in a sealed Cover Confidentially) He generally approves of the arrangements

113

mentioned therein for coming to an understanding in the matter and now may proceed ~~ahead~~ with further negotiations to ~~be made~~ with the Board of Management, Swasamudram Jaghir.

Yours Sincerely

24/4/42

To

C. M. N. Ramajodha Singh Esq B.A.
Deputy Commissioner
Mandya Dt. Mandya.

Confidential.

114

ELECTRICAL SECRETARIAT.

Draft for approval.

No. EDS. 3775.

Dated 18.5.42.

Encls. —

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Deputy Commissioner,
Mandya Dt., Mandya.

Subject:—

Hot weather compensation to the jaghirdar of Sivasamudram

Sir,

I have the honour to invite reference to this office D.O. letter No. EDS. 3166 dated the 2nd April 1942 on the above subject and to request to be informed of the progress made in the above case.

I have etc.

16/5/42

for secretary to Govt.,
Electrical Dept.

16/5/42.

WD 05560—GPB—20 pads of 100 sheets each 12-2-42

D.O. Confidential

115

ELECTRICAL SECRETARIAT.

Draft for approval.

D.O. No. EDS. 3991.

Dated 28.5.42.

Encls. —

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Deputy Commissioner,
Mandya Dt. Mandya.

Subject:—

Hot weather compensation to the Jaghirdar of Sivasamudram.

Dear Mr. Ranajodha Singh,

I write to invite reference to this office letter No. EDS. 3775 dated the 18th May 1942 on the above subject and to request to be informed ~~early of you to let me know~~ the progress made so far in the above case.

Yours sincerely,

28/5/42

DD 26/5

VD 26/5/42.

116

C. M. H. Ranajodha Singh, B.A.
DEPUTY COMMISSIONER.

Mandya,
Date May 29, 1942.

ELECTRONIC CENTRE
D.N.G.
Reg. No. 2699
Date 30.5.42

No. T.C. 149
41-42
Encls: Two.

Confidential

Dear Sir,

Subject :- Hot weather compensation to the Jahagirdar of Sivasamudram.

With reference to your letter No.E.D.S. 3166 dated 2nd April 1942 and subsequent reminders thereto, I write to state that I interviewed the Jahagirdar and his brother, and Mr. Raja Bahadur Mudaliar, Advocate, High Court, Madras - the Counsel on behalf of the Jahagirdar - on the 15th instant; and a copy of the proceedings of the meeting is herein enclosed for favour of your kind information. Dr. A.J. Ram, one of the members of the Board of Management and Mr. K. Venkata Rao, Manager of Sivasamudram Jahagir, Belakavadi, and the Public Prosecutor, Mr. H. Hombe Gowda, were also present.

D.1509.
30.5.42.

For perusal
Land Minister
30/5/42

Please submit file with reports
30/5
30/5/42

2. It is seen from the demands urged by the legal representative of the Jahagirdar, that they are not amenable to a reasonable settlement of the matter out of Court. From the attitude of the Jahagirdar's Lawyer, I could gather that he was more inclined to take the matter to the Court rather than come to any reasonable understanding with the Government. I think it is no use having any further interviews with the Jahagirdar in the

P.T.O.

the matter. I found him to be too young and inexperienced to form any definite opinion for himself. In fact at every stage of discussion he was prevaricating, and his lawyer even in several points in which the Jahagirdar was willing to come to an agreement was imposing his own views on him. They did not show any enthusiasm to have the agreement executed even approximately to the terms of the draft agreement. It gave me the impression that Mr. Raja Bahadur Mudaliar was an impediment in the way; and the Jahagirdar has implicit faith in the advice given by him.

3. The Jahagirdar has also submitted a memorandum which is very exacting in its terms, and I think it is to be rejected.

Yours Sincerely,

G. Sundara Rao, Esq., B.A.,
Secretary to the Government of Mysore,
Electrical Department,
Bangalore.

Proceedings of the meeting of the Jahagirdar brothers of Sivasamudram and their Counsel with the Deputy Commissioner, Mandya, on Friday the 15th of May 1942 at 2 p.m. in the Chambers of the Deputy Commissioner at the District Office buildings, Mandya.

Present:-

1) C.M.H. Ranajodha Singh, Esq., B.A.,
Deputy Commissioner, Mandya District,
Mandya.

2) Janopakarakartha
T.A. Jothindranath Mudaliar,
Jahagirdar of Sivasamudram.

3) Janopakarakartha
T.A. Narendranath Mudaliar,
Jahagirdar of Sivasamudram.

4) A. Rajah Bahadur, Mudaliar, Esq., B.A., B.L.,
Advocate, High Court, Madras.

5) Dr. A.J. Ram, L.M.& S.,
Member, Board of Management of Sivasamudram Jahagir, Mysore.

6) K. Venkata Rao, Esq.,
Manager, Sivasamudram Jahagir,
Belakavadi

7) H. Hombegowda, Esq., B.A., LL.B.,
Public Prosecutor,
Mandya Division, Mandya.

The Jahagirdar and his counsel argue that taking into consideration the rights to which Jahagirdars are entitled to under the Sannad and the loss suffered by them by the deprivation of certain rights and the utilization of the water, that any sum between Rs. 5/- and Rs. 7/- per acre is the reasonable amount to be paid to them as hot-weather compensation.

They are not agreeable to accept Rs. 2/- per acre as suggested by the Government.

The advocate says that there was an agreement between the Jahagirdar and the Government of Mysore in 1906 and refers to a letter No. 2028 C.P. dated 8th

8th March 1906 enclosing a draft agreement from the Superintending Engineer to the Jahagirdar.

So far as the closing of the scouring sluices in the Dhanagere Anicut, the parties want to take the technical opinion before they commit to the condition proposed.

The Jahagirdars and their counsel have no objection to allow the Government to keep the Dhanagere Anicut in repairs at their option.

They agree to allow the sluices in Kollegal Anicut to be kept closed from the 10th of January to the 10th of June every year.

Jahagirdars and their counsel want the Government of Mysore to pay them compensation even during the wet weather if there is failure of crops for want of proper supply of water. (Ref. Letter of 8th July 1930 by the Government of Mysore.)

In lieu of the wet weather compensation for paddy crops the Jahagirdars are agreeable to the second of the three alternatives proposed by the Madras Government, namely, restoring the Seven Anicuts and keeping them in good order. They, however, want to consult the ryots whether this will meet their demands before committing themselves.

So far as this clause, namely, "The Jahagirdars should once for all surrender in favour of Government of Mysore all other points of disputes regarding their rights to the waters of river on account of Mysore Government's Power Works", is concerned, they say that they

they are not prepared to accept this and want to reserve their rights to agitate for any other rights whenever any dispute arises.

Sd/ T.A. Jothindranath,
15-5-1942
Jahagirdar of Sivasamudram.

Sd/ A. Raja Bahadur Mudaliar,
Advocate, High Court, Madras.
15-5-1942.

Sd/ C.M.H. Ranajodha Singh,
Deputy Commissioner,
15-5-1942.

'copy'

Deputy Commissioner,
Mandya District.

MEMORANDUM

The estate of Sivasamudram was granted to the present Jahagirdar's ancestor in the year 1829 both by the British Government and the Government of Mysore under two Sanads whereby all rights in the estate including running water, minerals, hidden treasures, etc. were assured to him.

2. During the minority of the late Jahagirdar, the Mysore Government entered into negotiations with the British Government on behalf of the Court of Wards which was managing the estate of the Jahagirdar, for permission to interfere in several ways with the customary flow of water by demolishing old irrigation works and putting up new constructions, in order to ensure the entire supply of water during the hot-weather to their power-works.

3. There is no doubt that the bed of the river belongs to the Jahagirdar, as he is the owner of the lands on either side of the river for a considerable length and as the river is non-tidal and non-navigable. Further, as a riparian owner in exercise of customary immemorial rights, the Jahagirdar was and is entitled to rights in respect of the waters of the river for irrigation and other purposes.

4. During the said negotiations, it was realised that in order to ensure the entire supply to the power-works, the irrigation and other rights of the Jahagirdar and his tenants would be seriously affected and the Mysore Government had to admit that adequate provision should be made to safe-guard and provide alternative means to satisfactorily secure the irrigation and other needs of the Jahagirdar and his tenants.

5. With this end in view, the Madras Government acting on behalf of the Court of Wards insisted as a condition previous to the granting of the sole control of the hot weather supply in the Cauvery River to the Mysore Government that the following acts should be done by the Government of Mysore:-

i) A fair compensation must be paid to the estate on account of deprivation of irrigation between 1st January and 31st May under the Dhanagerai Channel and for the deprivation of the 'Hot Weather Irrigation' to the garden on

on Sivasamudram island, and in addition to it,

ii) (a) The Mysore Government should restore the Sivasamudram anicuts (7 in number) or

(b) to construct a new channel from the upper Mysore Dam to the head of the existing channel on the island of Sivasamudram; or

(c) to instal an electrically-driven centrifugal pump at the Head of the existing Channel on the island of Sivasamudram.

It must be noted that the alternative conditions ii (a), (b) and (c) were put forward in order to absolutely ensure sufficiency of water for irrigation purposes of wet cultivation on the island.

vi) It is therefore obvious, that what was insisted upon by the Madras Government and finally embodied in the actual agreement entered into between the Jahagirdar and the Mysore Government in 1906, was not merely the compensation to be paid to the Jahagirdar for the deprivation of water during the Hot weather viz., 1st January to 31st May, but also the compensation which the Jahagirdar will be entitled to, for the deprivation of the whole of the water (except the quantity of water that is now allowed to pass through the 3 feet vent) that was passing through the branch of the Cauvery on the right side to the Jahagirdar's lands, before the demolition of the anicut that existed from time immerorial, which prevented the flow of the water through the left branch of the Cauvery.

This is evidenced by Sub-Clause 2 in the draft agreement sent on 8th March 1906 by the Superintending Engineer, Western Circle, Bangalore, to the Jahagirdar with his letter No. 2028 C.P. dated 8th March 1906 which runs as follows:-

"And shall in any year in which the whole or part of the paddy crop on the said lands fails for want of water, pay to the Jahagirdar compensation for the actual loss, the value of such loss in case of dispute between the parties hereto, to be assessed by a Committee of which one member shall be appointed by the Government, one member by the Jahagirdar, and one by the Collector of Coimbatore District." and also by sub-clause 3 which runs as follows:-

"And shall at all times where there is supply in the Cauvery in excess of the Government's requirements, distribute

such portion of the excess water as may be applied for by the Jahagirdar for the channels on his estate, provided that no expenditure on the part of the Government shall be required for this purpose."

vii) The Mysore Government was intimated to, by repeated Memorials whenever the paddy crop suffered for want of sufficient water and was asked to pay compensation under the terms of the agreement stated above, and they have always evaded doing so, thereby committing a breach of essential term in the agreement. In order to avoid such repetitions in the future, the present Jahagirdar requests that the question of compensation for the wet weather should now be placed beyond any possibility of evasion on the part of the Mysore Government.

viii) The Hot weather Compensation:- The hot weather compensation viz., Rs. 941/- at the rate of one rupee per acre was arrived at more than 30 years ago, on a rough calculation of the loss likely to be suffered by the Jahagirdar and his tenants at that time by the deprivation of the cultivations of dry crops such as Horsegram, gingelly, hemp, etc. The same basis cannot be adopted now, after a lapse of nearly 35 years, when standars of cultivation have varied, intensive cultivation is being resorted to and Chemical Fertilisers have begun to be extensively used, thereby dispensing with the cultivation of manurial crops, and utilisation of the land whenever water is available, for cultivation of richer crops is resorted to. The proper basis for the assessment of compensation ought to be, not what was being done with the lands during the hot weather 35 years ago, but what are the possibilities and potentialities of the lands at the present day, which, but for the deprivation of the water, during the hot-months, can be fully made use of in the ordinary course of user.

ix) As a matter of fact, during the years 1924 and 25, the late Jahagirdar and one of his tenants, Sidda Gowda, were able to raise sugarcane crop with the aid of private wells during the hot-weather as no water was supplied from the Cauvery, and make a good profit thereby. Other ryots of the Jahagir have also raised Ragi, black-gram, green-gram and other profitable crops during the hot weather with the aid of private wells. This amply proves that if the water now taken away by the Government is got back for the Jahagirdar and his ryots, they will be able to earn a fair margin of profit, very much in excess of what was fixed under the terms of the old agreement. The loss therefore suffered by the Jahagirdar and his ryots on account of the existence of the prior agreement was very considerable indeed. It is therefore prayed that, taking all the above facts into con-

consideration, a rate of Rs. 15/- per acre may be fixed now.

x) The draft agreement now sent up for approval is entirely at variance with the terms of the previous agreement in every one of its particulars.

(a) In the first place, references to the accompanying sketches are made in part 2(a), but in fact, no sketches have been sent to enable verification;

(b) Right to put temporary obstructions at the heads of the two canals on the property of the Jahagirdar is now claimed for the first time and cannot be acceded to.

(c) The period is left indefinite and vague as 'from 1st January and until the river is in floods from the South-West Mansoon' whereas the previous agreement definitely fixed the date as from 1st January to 31st May.

(d) In para (2-b), the Government does not want to assume any responsibility for maintaining these anicuts except for the proper control of the Hot-weather supply for their own purposes. This is entirely opposed to the terms and spirit of the prior agreement. The correspondence that passed between the Mysore Government and the Madras Government during the stage of the negotiations leading to the last agreement will amply bear out the liability of the Mysore Government for maintaining these anicuts for the mutual benefit of Mysore Government and the Jahagirdar. It must be made clear that the anicuts referred to are the Dhanagere anicut and the seven anicuts on the Sivasamudram island and that the latter seven anicuts must be maintained by the Government for the benefit of the Jahagirdar and his tenants to ensure an adequate supply of water during the wet months, for the reason that the Government has interrupted the full flow of water and allows only the water capable of passing through a 3 feet vent.

(e) Para 3 must be altered, fixing the sum at Rs. 15/- per acre for 941 acres;

(f) Para iv is absolutely irrelevant and does not come within the purview of the agreement between the Jahagirdar and the Government and ought therefore to be omitted. The question of indemnity against any claims of the tenants, does not arise and cannot in fact arise, as it is a matter purely between the Jahagirdar and his

his tenants and the Government does not come into the picture at all. In fact, no claim has ever been made for compensation against the Government by any of the tenants so far.

(g) Para v is contrary to the decision of Courts which gives choice to the Jahagirdar to increase the area to be irrigated. This right to increase cannot be fettered by the agreement. In case the Jahagirdar thinks fit to increase the area under cultivation, the compensation to be paid should proportionately be increased.

(h) Para vi is an onerous term and entirely one-sided. The agreement can be renewed only if both parties to it agree to it and in any event, cannot be under the same terms and conditions. The terms and conditions will depend upon the state of affairs existing at the time of renewal.

(i) Para vii is also one-sided. The right to terminate this agreement with a year's notice must be made mutual.

(j) Para viii which leaves the construction, meaning or effect of this agreement or any clauses therein, to arbitration is meaningless. The agreement should be so drafted as to be free from all ambiguity to be made self-explanatory and self-contained.

(k) In place of Sub-clause ii of Para 2 of the old agreement which provides for compensation for actual loss of paddy crop during wet-weather, a suitable term embodying any one of the three alternatives discussed between the Mysore Government and the Madras Government in their confidential communication that preceded the execution of the prior agreement should be included.

Sd/ T.A. Jothindranath,
15-5-1942.

'Copy'

Deputy Commissioner,
Mandya District.

HSS.

ELECTRICAL SECRETARIAT.

Draft for approval.

D.o. Confidential

D.o. No. EDS. 712-13.

Dated 5-9-42

Encls. —

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To

~~The General Supdt C.P.S Bangalore~~

Subject:— Hot Weather Compensation to the Jaghirdar of Srirangapatnam.

Dear Mr Hayath-

With reference to correspondence ending with your letter No. 16223 dated the 19th January 19[illegible] on the above subject, I am directed to state that even if the Jaghirdar were to contest in a Court of law for compensation, he cannot get

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more than twice the amount of Rs 941/- that is ~~assessed~~ being paid to us will amount which is the value of the least manure ~~sought~~ the ryots have to use in years when water failed. In the circumstances, Govt are of the opinion that no further offer need be made to the Jaghirdar and that he may, if he likes, come forward himself in the matter, or we may await the threatened suit.

Yours sincerely

~~Yours~~ etc

5/9/42

~~Secretary to Govt~~

Elec Dept 4/9/42

Confidential

Copy with compliments to the Dy Commissioner, Mandya District for information with reference to Correspondence ending his D.O. letter No TC 149/41-42 dated 29th May 1942 in the matter

5/9/42

Secy to Govt

4/9/42

No. E.D.S. 1017
Encls.

ELECTRICAL SECRETARIAT,

Bangalore, dated 6th October 1942.

FROM

The Secretary to the Government of Mysore,
Electrical Department,
Bangalore.

To

The Secretary to the Hon'ble
the Resident in Mysore,
Bangalore.

Sir,

Subject:- Repairs to Dhanagere Anicut across the Cauvery above Sivasamudram.

I am directed to refer to correspondence ending with letter No.EDS.3962 dated the 26th May 1942 on the above subject and to state as follows:-

2. Government of Madras are agreeable to the blocking of the Sivasamudram Jaghirdar's under sluices permanently subject to the following conditions, (vide their letter dated 9th April 1940 and 20th December 1940).

(i) that the Mysore Government should obtain the consent of the Jaghirdar;

(ii) that the Mysore Government should agree to maintain the anicut in proper repair;

and

(iii) that the Mysore Government should agree to construct under sluices in the Jaghirdar's channel if there is further silting of the channel due to the blocking up of the Jaghirdar's old sluices.

I am to state that the Mysore Government will have no objection to agree to items (i) and (iii) but the item No.(ii) above places an unlimited burden on the Mysore Government for all future time and it is therefore proposed to modify item (ii) above so as to keep the Dhanagere anicut in proper repair so long as the Mysore Government consider it necessary for the control of the river discharges during the hot weather for power production pruposes. It is seen from the records that the Jaghirdar has neglected to carry out proper repairs to the anicut or to the

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the head gates of his irrigation channel ~~or to the channel~~ or to the channel itself, but that the Mysore Government have spent substantial sums amounting to Rs 72,957 ever since 1913-14 and that if the Mysore Government had not carried out these repairs at their cost, the anicut would have been damaged long ago to such an extent that water would flow in the Jaghirdar's channel only during floods in the river, sufficiently high to cause the water to enter the same. Thus the Jaghirdar has reaped considerable benefit indirectly at the expense of this Government. Further the hot weather compensation of Rs 941/- per annum that used to be paid to him all along has been ordered to be continued. [~~In the circumstances the Mysore Government regret that they cannot maintain the anicut for purposes other than their own, and they~~] The Mysore Govt. have for the present dropped the question of providing the sluice gates in the Dhanagere Anicut.

3. I am to add, in this connection, that negotiations with the Jaghirdar of Sivasamudram referred to in letter No.EDS.3962 dated the 26th May 1942 have not reached a final stage and that a final reply will be sent after a decision is reached in the matter.

I have the honour to be,
S i r,
Your most obedient servant,

Sd. G. Sunder Rao,

Secretary to Government,
Electrical Department.

A.N.

No.EDS.1018 Dated Bangalore, 6th October 1942

Copy of the above, is forwarded, with compliments, to the General Superintendent, Cauvery Power Scheme, for information.

Secretary to Government,
Electrical Department.

130

Telephone No. 2110

No. 14619.
Enclo. One

IMMEDIATE

Telegraphic Address
"GOMED"

CODES USED
BENTLEY'S, LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPHIC CODE.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT.

OFFICE OF THE GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME,

Bangalore, 2nd January 1943.
(MYSORE, S. INDIA.)

From

M. HAYATH, ESQ., B.E., (MECH.), B.S.E.E.,
GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME,
BANGALORE.

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 1438.
Date 2.1.43

To

The Secretary to Government,
Electrical Department,
BANGALORE.

Sir,

Hot weather compensation payable for the lands on the Sivasamudram Island.

I have the honour to enclose herewith a copy of the letter I have received from the Jaghirdar of Sivasamudram on the above subject, and to state that on a similar representation of the Jaghirdar Government ordered that the sluice in the Kollegal Anicut may be closed on the 10th January 1942 as was being done previously - vide this office letter No.15687-88 dated 10/11th January 1942. Therefore, I request approval of Government to close the sluice on the 10th January 1943 pending final decision regarding payment of compensation to the Jaghirdar for withholding hot weather irrigation from the lands under the Dharmagere Anicut and on the Sivasamudram Island.

As the matter is urgent, very early orders of Government are requested.

I have the honour to be,
Sir,
Your most obedient servant,

M. Hayath 2/1

General Superintendent, CPS.

Letter No.77-B-40 dated 27-12-1942 from the Jaghirdar of Sivasamudram (Janopakarakartha T.A.Jetindranath Mudaliar, Avl.,) to the General Supdt. of Generation, Sivasamudram.

During last year I wrote to you not to close the vent in the Power anicut on the 10th January pending execution of the agreement between the Mysore Government and myself and yet you closed the vent. This year year again, January 10th is approaching and I have to write to you that the vent should not be closed, pending final settlement of the question.

I may tell you for your information that the Deputy Commissioner held two conferences with me and the other Members of the Board and the Board's counsel, as a result of which he has sent final proposals to the Government which are, it is understood, under their consideration. I therefore request you to see that the vent is kept open till the Government pass final orders in the matter.

(COPY)

~~For~~ General Superintendent, CPS.

TN)

Immediate

132

ELECTRICAL SECRETARIAT.

Draft for approval.

No. EDS. 2921.

Dated 5th January 1943.

Encls. —

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To

The General Supdt. CPS
Bangalore

Subject:— Hot weather Compensation payable for the lands on the Sivasamudram island — below the sluices in the Kollegal Anicut from the 10th Jan 1943

Sir,

With reference to your letter No. 14619 dated the 2nd Jan 1943 on the above subject, I am directed to state that the sluice in the Kollegal Anicut may, as usual, be closed from the

10th January 1943 ~~(in the circumstances of the case)~~

pending final decision of Govt in the matter.

J Lane Ete

5/1/43

~~for~~ Secretary to Govt.

5/1

for Elce Dept

5/1/43

Cl 6

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Telegrams:-"GOMED"

M. A. HAYATH, B.E. (MECH.), B.S.E.E.,
GENERAL SUPERINTENDENT.

D. O. No. 706
Enclosure

Telephone No. { OFFICE: 2416
RESIDENCE: 2014

OFFICE OF THE GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME.

BANGALORE, 18th March 1943
(S. INDIA)

ELECTRICAL DE
BANGALORE
No. 2139
19.3.43

Dear Mr.Nirvani Gowda,

Hot Weather Compensation - Sivasamudram.

I wish to invite your kind reference to this office letter No.15209 dated 7/8th January 1943, on the above subject, and enclose herewith a copy of the letter I have received from the Jaghirdar of Sivasamudram. This question was referred to the Deputy Commissioner, Mandya District, for negotiations with the Jaghirdar and I understand his recommendations have been sent up to Government. As no final orders have been received, the hot weather compensation has not been paid to the Jaghirdar.

With regard to the question of making ~~up of~~ adequate quantity of water available for lands on the Sivasamudram Island towards the tail end of the Irrigation season, I would invite your kind reference to the Chief Electrical Engineer's letter No.C-1475 dated 17th May 1930 addressed to the Secretary, Electrical Department. As the Jaghirdar has been pressing for the settlement of his claims, very early orders of Government may kindly be obtained and communicated.

Yours sincerely,
M. Hayath
18/3

A.C.Nirvani Gowda,Esq.,B.A.,
Secretary to the Govt. of Mysore,
Electrical Department,
BANGALORE.

MH-CSC.

Copy of letter No.77-B.40 dated 2-3-1943, from the Jaghirdar of Sivasamudram, to the General Superintendent, Cauvery Power Scheme, Bangalore.

Re: Hot weather compensation-Kollegal or Power anicut conferences with the Deputy Commissioner-Papers with Government - Orders said to be awaited - This office Ref:No.77 B-40 dated 27-8-42 and 31-10-42 to the Deputy Commissioner, Mandya - Cauvery General Superintendent's letters 14641 and 15019 dated 2-1-1943 and 6-1-1943.

With reference to my Manager's personal interview with you on the 23rd instant, I have the honor to write to you as follows:-

2. On a memorial presented by me on behalf of the Board of Management to the Dewan to His Highness the Maharaja of Mysore, the Deputy Commissioner, Mandya, held two conferences with me and the other members of the Board on the 17-2-42 and 15-5-42 at the latter of which the pros and cons of the question were discussed at length with the help of the Board's counsel and it was finally agreed that the Board should present its claims in reasonable and definite terms. This was accordingly done and I enclose a copy of it for your information and also a copy of the letter conveying the Board's approval of the claim.

3. The terms are:-

(i) that the hot weather compensation at Re.1/- per acre being very low, a rate between Rs.5 to 7 as the Government thinks fit, may be paid.

(ii) that the supply through the 3' vent in Kollegal or power anicut being found from experience insufficient during the wet weather, especially during the latter part of it, the 7 ~~day~~ dams along the course of the sivasamudram channel be set right and maintained by the Government so as to serve the available supply, in lieu of the wet weather compensation.

A third term about the closing of the scovering sluices of the Dhanageri anicut not concerned with the hot weather compensation question was left open for further negotiation or decision.

4. The Deputy Commissioner promised to report the result of the conferences to the Government with his recommendations thereon and communicate their orders. Though it is now more than 9 months since the date of the conference, and though the Deputy Commissioner was reminded on the subject, no reply has yet been received either from the Deputy Commissioner or from the Government.

5. You know that the question of agreement is hanging fire for the last several years and that the amount due to the Jaghir for the last 4 or 5 years is locked up in the Treasury without any interest. The Jaghir is ill-financed and many ameliorative measures such as improvements to irrigation works etc., have been held up for want of funds. I am sure you will agree with me that it is high time that the subject should be disposed of without further delay, so as to avoid unnecessary inconvenience and trouble to the Government & the Jaghir alike.

6. As a war measure, another important question has cropped up and the Madras Government through the Collector of Coimbatore has called on me to take urgent measures to increase the production of food-crop on an appreciable scale. To do this, the Sattegal Channel has to be improved by cleaning silt, constructing acqueducts in two places and sluices in several others. The Revenue Inspector reports that if the improvements are carried out, food-crops will be raised on 300 acres by the ryots and I can cultivate 200 acres of my lands also.

7. In Sivasamudram Village also, about 200 acres will be cultivated if water is allowed through the Kollegal anicut, In case the question of hot weather compensation is not to be decided urgently, I

request arrangements may be made to allow sufficient quanity of water for raising food crops on the ayacut of Sivasamudram village. I am reporting these facts to the Collector of Coimbatore in reply to his reference about increased production of food crops.

In the circumstances, I request you to move the Mysore Government to settle the question immediately and favour me with very early orders.

General Supdt., C.D.S. 18/3

Vbr.

ELECTRICAL SECRETARIAT.

Draft for approval.

No. EDS. 4244

Dated 30.3.43

Encls. —

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To

The General Supdt CPS
Bangalore

Subject:— Hot weather Compensation to the Tashildar of Krishnamurthy

Sir,

With reference to your Do. letter No. 706 dated the 18th March 1943 enclosing a copy of letter No 77-B-40 dated 2-3-43 of the Tashildar of Krishnamurthy and requesting orders of Govt on the subject, I am directed to invite

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reference to D.O. letter No E/D 5712 dated the 5th September 1942 in which ~~final~~ orders of Govt have already been communicated to you in the matter.

Yours etc.

29/3/43

Secretary to Govt
Electrical Dept

29/3/43

29.3.43

29/3/43

No.T.C.149/42-43 Ener. Dep.

Office of the Deputy Commissioner,
Mandya District,
Dated, Camp.- Seringapatam 3-4-1943

From

Mir Safdar Hussain, Esq., B.A.,
Deputy Commissioner,
Mandya District.

ELECTRICAL EN... BANGALORE
No. 2287
6.4.43.

To

The Secretary to Government,
Electrical Department,
Bangalore.

Sir,

In continuation of my letter No.T.C.149/42-43 dated 27-3-1943 re: the claims of Jaghirdar of Sivasamudrum for hot weather compensation, I have the honour to state that the question was not open for further negotiation in view of your letter No.EDS.712 dated 5th September 1942, addressed to the General Superintendent, Cauvery Power Scheme, Bangalore, refusing to accept the claims. From the previous correspondence I find that Mr.Ranajodha Singh, my predecessor in Office, who interviewed the Jaghirdar has reported in detail in his letter No.T.C.149/41-42 dated 29th May 1942 (copy enclosed) the result of negotiation and as such I did not make any further attempt to interview the Jaghirdar. In view of your letter dated 5th September 1942, I do not think that any further negotiation is called for. I solicit instructions of Government whether a reply may be sent to Jaghirdar rejecting his claim, since he has been pressing for the same.

The representation of the Jaghirdar dated 2-3-1943 is enclosed herein for favour of reference and return.

I have the honour to be,
Sir,
Your most obedient servant,

Mir Safdar Hussain
Deputy Commissioner,
Mandya District.

No HNR
6/4/43

The representation returned to the D.C. for an 8.5.43 as per instructions of Secy of Sivan
8/5/43

Copy of D.O. letter No.T.C.149/41-42 dated 29th May, 1942 from the Deputy Commissioner, Mandya District, to the Secretary to Government, Electrical Department, Bangalore.

With reference to your letter No.E.D.S.3166 dated 2nd April 1942 and subsequent reminders therein, I write to state that I interviewed the Jahagirdar and his brother and Mr.Raja Bahadur Mudaliar, Advocate, High Court, Madras - the Counsel on behalf of the Jahagirdar - on the 15th instant; and a copy of the proceedings of the meeting is herein enclosed for favour of your kind information. Dr.A.J. Ram, one of the members of the Board of Management and Mr.K.Venkata Rao, Manager of Sivasamudram Jahagir, Belakavadi, and the Public Prosecutor, Mr.H. Hombe Gowda, were also present.

2. It is seen from the demands urged by the legal representative of the Jahagirdar, that they are not amenable to a reasonable settlement of the matter out of Court. From the attitude of the Jahagirdar's Lawyer, I could gather than he was more inclined to take the matter to the Court rather than come to any reasonable understanding with the Government. I think it is no use having any further interviews with the Jahagirdar in the the matter. I found him to be too young and inexperienced to form any definite opinion for himself. In fact at every stage of discussion he was prevaricating and his lawyer even in several points in which the Jahagirdar was willing to come to an agreement was imposing his own views on him. They did not show any enthusiasm to have the agreement executed even approximately to the terms of the draft agreement. It gave me the impression that Mr. Raja Bahadur Mudaliar was an impediment in the way and the Jahagirdar has implicit faith in the advice given by him.

3. The jahagirdar has also submitted a memorandum which is very exacting in its terms and I think it is to be rejected.

"Copy"

Mir Safar Imam
Deputy Commissioner,
Mandya District.

Urgent Hemfl

D.O.

141

ELECTRICAL SECRETARIAT.

Draft for approval.

D.-O. No. EDS. 4504-5

Dated 21.4.43.

Encls. — . —

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Deputy Commr.
Mandya District
Mandya.

Subject:— Hot weather Compensation to the Jaghirdar of Sivasamudram - Repairs to Dhanagere Anicut.

Dear Mr Safdar Husein,

~~Dear Sir~~

With reference to correspondence ending with your letter No. T.C. 1491/42-43 dated 3rd April 1943 I ~~am~~ write ~~desired~~ to inform you that the Minister for Public Works ~~hopes~~ expects to inspect the Dhanagere Anicut in the

first week of May 1943 ~~and~~ The exact date of his ~~arrival here~~ visit will be intimated to you in due course. I am to request that further action in the matter may be deferred till then.

Yours sincerely,

20/4/43

J.A.P.
20/4/43 G 20/4/43

Mir Safdar Husein Esq., B.A.,
Deputy Commissioner,
Mandya.

Copy forwarded to the G.S.C.P.S.

20/4/43

D.O. Urgent

143

ELECTRICAL SECRETARIAT.

Draft for approval.

Do No. EDS. 4656-7

Dated 1.5.43.

Encls. —— . ——

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Deputy Commr.
Mandya Dt
Mandya

Subject:—

Hot Weather Compensation to the Taluqdars of Srirasanmadam — Repairs to Shanafve Anicut

Dear Mr Safdar Hussain,

In continuation of my D.O. letter No EDS 4504 dated the 21st April 1943, I ~~am directed~~ write to state that the Minister for Public Works will be visiting Srirasanmadam and Shanafve on the 7th & 8th May

1944

1943, arriving at about 12 Noon on the 7th at Erasmundam. The Minister's tour programme is under issue separately

Yours sincerely

1/5/

JOV
29.4.43
GEB

Copy to the G.S.C.P.S. for information in continuation of this office No. EPS 4505 dated the 21st April 1943 in the matter

Secy. to Govt.
Elec. Dept.

GEB
JOV
29.4.43

Mr. Mir Safdar Hussain, B.A.,
Deputy Commissioner.

MANDYA.

Dated 2nd May 1943.

D.O.No.T.C.149/41-42

ELECTRICAL SECRETARIAT
BANGALORE.
Rec. No. 2562
Date 4.5.43.

Dear Sir,

I am in receipt of your D.O. letter No.EDS. 4656 dated 1st May 1943 intimating that the Minister for Public Works will be visiting Sivasamudrum and Shimshapura on the 7th and 8th May 1943, arriving at Sivasamudrum on the 7th at 12 Noon. I shall be obliged if you kindly let me know whether the Minister expects any other District Officer to be present on the occasion. I shall await the arrival of the Minister at Sivasamudrum on the 7th.

Yours Sincerely,

Mir Safdar Hussain.

M.Narasimhiah,Esq.,B.A.,C.E.,
Secretary to Government,
Public Works Department,
Bangalore.

D.O.No. E.D.S.4696.

8/4-5-43.

146

Dear Sir,

With reference to your D.O.No.T.C.149/41-42 dated the 2nd May 1943, I am desired to state that it is enough if you meet the Minister at Sivasamudram on the 7th instant and that no other District Officer need be present on the occasion.

Yours sincerely,

Mir Safdar Hussain, Esq., B.A.,
Deputy Commissioner,
Mandya District,
Mandya.

Confidential

147

ELECTRICAL SECRETARIAT.

Draft for approval.

No. EDS. 274.

Dated 26.7.43

Encls. —

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To

The General Supdt CPS
Bangalore

Subject:— Hot weather Compensation to the Taghirdar of Sivasamudram ~~etc~~ — Repairs to Shimoga Anicut etc.

Sir,

In continuation of this office memo No. E.D.S. 14657 dated the 1st May 1943, ~~[illegible] subject~~] I am directed to intimate to you the decisions on ~~above~~ ~~as follows on~~ the several points ~~arising~~ on the subject:—

(1) Repairs to Shimoga Anicut

It ~~was~~ is considered that for the present, no repairs need be done to the Shimoga anicut ~~nothing need be done for the Shimoga Anicut~~

Sd
17/8/43

Jaghirdar has also written that this particular question may be left open for negotiation and settlement.

(2) The ensuring of proper supplies in the wet irrigation season tail end for the lands in Sivasamudram Jaghir.

As regards the above, it is considered that the question may be satisfactorily settled if the leans in the so called seven anicuts, ~~the total~~ over a total length ~~of which is about~~ of about 2000 feet, are ~~rendered~~ repaired ~~less leaky than what they are at present~~, by ~~the construction~~ means of a low skin wall in front. ~~If it~~ I am to request you, kindly to submit for the consideration and orders of Government an estimate for the same at a very early date.

(3) The rate to be paid for compensating for the hot weather irrigation in the Jaghir.

The rate ~~now~~ claimed by the Jaghirdar

of Tiruvannamalai was Rs 15/- per acre as against Re 1-00 per acre originally paid. From the Jaghirdar's letter No 77 B/40 dated the 2nd March 1943 ~~addressed~~ to you. ~~by the Jaghirdar~~ It is seen that, he states ~~that it may be~~ seems to be agreeable to anything from Rs 5 to 7 per acre. ~~It is then pointed that~~ The Jaghirdar is open to negotiation ~~for such~~ and a reasonable rate ~~[illegible]~~ fixed. The Deputy Commissioner Madura District is being written to separately to negotiate with the Jaghirdar within a margin of Rs 3/- (Rupees three only) per acre. The result of the negotiations ~~[illegible]~~ will be awaited

150

Transmitted

by

Secretary to Govt

G.O.I. Elec. Dept.

21.7.43

Memo No. E.D.S. 275/Copy of Jagtindar's letter dt 26.7.43.

Copy with compliments to the

Deputy Commissioner Montgomery with a copy of the Jagtindar's letter No 9748-LO dated 2-3-43 (V)

for information and favour of

necessary action with reference

to para 3 above.

by

Secy to Govt

G.O.I. Elec. Dept

21.7.43.

Fair Copy

ar
27/7

D.O. 157

Confidential

ELECTRICAL SECRETARIAT.

Draft for approval.

D.O No. EDS. 276

Dated 26.7.43.

Encls. Copy of letter No 274 with a copy of Jaghirdar's letter.

Sent by registered post on 28.7.43. as the pair D.O was signed only on 28.7.43.

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Dy Commr.
Mandya Dt
Mandya.

Subject:— Hot weather Compensation to Mr Jaghirdar of Srirangapatnam etc

Dear Mr. Safdar Hussain,

I enclose herewith a copy of letter No EDS 274 dated the 26th July 1943 to the General Liquor CPS on the above subject for kind action re para 3 thereof. I am to request you to treat the entire matter as strictly confidential

Confidential D.O.

154

Appendix F. G.—1]

SUBJECT: Stat weather Compensation to the Jagirdars of Swasamundam

Section

File No.

Serial No.

Diary No. of letter replied to.....

DO No. E.D.S 1180 Dt. 29.10.43.

General and Revenue Secretariat

( )

the 194

To

The Dy. Commr.

Manitza St

Manitza

Date of issue.....

Signed by.....

Dear Mr Safdar Hussain,

I wish ~~desired~~ to invite reference to my D.O. letter No. ED.S 276 dated the 26th July 1943 on the above subject and to request ~~to be~~ kindly be informed of the stage at which the matter stands at present.

Yours sincerely

List of enclosures.....

Copied by.....

Examined by.....

27/10/43.

WD 04161—GPB—60,000—24-10-41

27/10/43

Confidential

156

No.T.C.149/41-42
Enc. one (original proceedings copy)

Office of the Deputy Commissioner,
Mandya District,
Dated, Mandya 2nd November 1943.

DE... OFFICE
9. NOV. 1943
NO. 2615

OFFICE OF THE MINISTER FOR PUBLIC WORKS
6 NOV. 1943
No. 2694

From

Mir Safdar Hussain, Esq., B.A.,
Deputy Commissioner,
Mandya District.

SECRETARY TO GOVERNMENT
Date 4-11-43
P. W., ELECTL & RYS

M.Narasimaiah, Esq., B.A., C.E.,
Secretary to Government,
P.W. & Electrical Departments,
Bangalore.

EDITORIAL SECTION
BANGALORE
Reg. No. 926
Date 9.11.43

Sir,

Re: Hot Weather Compensation to the Jahagirdars of Sivasamudrum.

-:0:-

With reference to your D.O.No.EDS.276 dated 26th July 1943 on the above subject, I have the honour to state that I ~~had~~ convened a meeting on 31st October 1943 at 3 P.M. at which the two Jahagirdars, Dr.A.J. Ram, one of the Members of the Committee of Management and Mr.Venkata Rao, Superintendent of the Jahagirdar's Office were present and represented that they were amenable to accept a sum between Rs.5/- and Rs.7/- as suggested by them in their application, on condition that the question of the repairs and maintenance of the seven Anecuts as suggested by the Madras Government is taken up by the Government of Mysore along with the settlement of the rate of hot weather charges to be paid to the Jahagirdars. I told them that the Government will reasonably consider the question of repairs etc., of the seven Anecuts and that since it was a technical matter it has to be considered by the authorities of the Electrical Department and at this stage they may get the question of the rate of compensation finally settled. I commenced the negotiation offering Rs.2/- per acre as was suggested in the last

153

Telephone No.
Telegrams:—"GOMED"

MR. M. HAYATH, B.E. (MECH.), B.S.E.E.,
General Superintendent, C. P. S.

OFFICE OF THE GENERAL SUPERINTENDENT
CAUVERY POWER SCHEME,
BANGALORE (S. INDIA)

ELECTRICAL DEPARTMENT GOVT OF MYSORE

D. O. No. 3853-4

BANGALORE, 21st October 1943

OFFICE OF THE MINISTER FOR PUBLIC WORKS
25 OCT. 1943
No.

CONFIDENTIAL.

Dear Mr. Safdar Hussain,

Subject:- Hot ~~weather compensation to the~~ Jaghirdar of Sivasamudram.

I wish to invite your kind reference to my D.O.letter No. 3810/1 dated the 13th August 1943, on the above subject, and wish to inform you that the Minister for Public Works, during his recent visit to Shimshapura, enquired as to the stage at which the matters stand at present. I request you to kindly send him a report at an early date regarding the progress secured in this behalf.

Yours sincerely,

Sd/- M. Hayath.

Mir Safdar Hussain, Esq., B.A.,
Deputy Commissioner,
MANDYA.

MH-CSC.

Copy submitted to the Minister for Public Works, Bangalore, for favour of information. This is in accordance with the instructions issued to me during your visit to Shimshapura on the 19th instant.

General Superintendent, CPS. 21/X

MW MNR 26/X

26/10

DC

26/10

CONFIDENTIAL SECRETARIAT
BANGALORE.
820
27.10.43

Confidential

15'5

Mr. Safdar Hussain, B.A.,
Deputy Commissioner.

MANDYA,

Dated 2nd November 1943

ELECTRICAL SECRETARIAT
BANGALORE.
Reg. No. 886
Date 4-11-43.

D.O.No.T.C.149/41-42

Dear Sir,

Subject:- Hot weather compensation to the Jahagirdar of Sivasamudrum.

--

N) With reference to your D.O.No.EDS.1180 dated 29th October 1943, on the above subject, I write to state that I ~~had~~ convened a meeting on the 31st October at 3 P.M. with the Jahagirdar and his party. The proceedings of the meeting ~~a~~ is sent separately with this Office letter of even number of even date, for your information and for obtaining the orders of Government.

Not received in the Board

Yours Sincerely,

Safdar Hussain

M.Narasimhiah, Esq., B.A., C.E., M.I.E.,
Secretary to Government,
Electrical Department,
Bangalore.

Proceedings of the meeting held in the district office Mandya, re: The fixing of the rate of hot water Weather Compensation to the Jahagirdars of Sirana Samudram on 31.10.1943 at 3 P.M.

Members Present

1. Mr Mir Safdar Hussain,
   Deputy Commissioner, Mandya district

2. G. A Jothindranath Modaliyar Esq
   Jahagirdar of Sirana Samudram

3. Narendranath Modaliyar Esq
   Jahagirdar of Sirana Samudram

4. Dr A. J. Ram,
   Member of the Committee of Management of the Jahagirs

5. Venkata Rao Esq
   Manager Superintendent
   Office of the Jahagirdars of
   Siran Samudram,
   Belakavadi

6. Mr N. Hombe Gowda
   Public Prosecutor,
   Mandya

The Jahagirdars, the Manager and Dr A. J. Ram represented that they were agreeable to come to a final decision re: the fixing up of the rate of hot weather Compensation to be paid to the Jahagirdars subject to the condition that the Govt would reasonably consider & accept the question of repairing & maintaining the

(15)

Seven Arecuts so as to ensure proper water supply to tea lands during the wet weather ~~the lands~~; & then the question of was discussed.

Finally the Jotagidars, Dr A. J. Ram and the Manager represent that Rs three per acre, as hot weather charges, may kindly be recommended to be paid to them and they are prepared to accept Rs three per acre and nothing less than that rate.

J. A. Jos

Williams

T. A. Noordeen ali.

[illegible]

This defer [illegible]

31/10/63

Urgent & Confidential

D. O.

ELECTRICAL SECRETARIAT.

~~Page No.~~ 160

~~(Continuation sheet)~~ (Draft form)

D. O. No. E.D.S. 1357/ Copy of letter with enclosure
18.11.43.

To

The General Superintendent,
E.P.S., Bangalore.

Subject:- Hot weather compensation to the Sabaqidar of Sivasamudram

Hyderabad Hayath,

(With reference to your D.O. letter No. 3853-G dated the 21st October 1943, addressed to the D.C. Mandya and copy forwarded to me for information) ~~I have write to forward herewith~~ I forward herewith a copy of letter No. T.G. 149/41-42 dated the 2nd November 1943 with copies ~~and~~ of its enclosures received from the Deputy Commissioner, Mandya on the above subject and request ~~you to kindly offer~~ that your remarks thereon may kindly be forwarded at a very

WD 05561—GPB—20 pads of 100 sheets each 16-2-42

early date to enable further action being taken in the matter.

Yours sincerely,

16/11/40

16/11/40

Urgent & Confidential.

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D.O. No. ED.S.1357/ Copy of the letter is enclosure

18th November 3

Dear Mr. Hayath,

Subject:- Hot weather compensation to the Jaghirdar of Sivasamudram.

I forward herewith a copy of letter No.T.C.149/41-42 dated the 2nd November 1943 with copies of its enclosure received from the Deputy Commissioner, --- Mandya District on the above subject and request that your remarks thereon may kindly be forwarded at a very early date to enable further action being taken in the matter.

Yours sincerely,

O/C

M. Hayath, Esq., B.E.(Mech.), B.S.E.E.,
General Superintendent,
Cauvery Power Scheme,
Bangalore.

163

Telegrams:-"GOMED"

MR. M. HAYATH, B.E. (MECH.), B.S.E.E.,
GENERAL SUPERINTENDENT.

ELECTRICAL DEPARTMENT GOVT OF MYSORE

Telephone No. OFFICE: 2416 RESIDENCE: 2014

OFFICE OF THE GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME.

D. O. No. 3877

BANGALORE, 18th Nov: 1943
(S. INDIA)

ELECTRICAL SECRETARIAT
BANGALORE.
Rec. No. 1057
Date 19.11.43

URGENT & CONFIDENTIAL.

Dear Mr. Narasimhaiya,

Subject:- Hot Weather compensation to the Jaghirdhar of Sivasamudram.

With reference to your D.O.letter No.EDS.1357 dated the 18th instant, on the above subject, enclosing a copy of the letter received from the Deputy Commissioner Mandya District, I have to state that I am extremely happy to learn that the Deputy Commissioner has been able to secure the consent of the Jaghirdhar to accept Rs3/- per acre as hot-weather compensation.

I may recall here that a sum of Rs941/- was being paid to the Jaghirdhar every year on account of with-holding water during summer each year from the lands under Dhanagere Channel and Sivasamudram Island. The amount was arrived at as follows:-

	Rs
661 acres under Dhanagere Channel at the rate of Re.1/- per acre.	661
180 acres on Sivasamudram Island at the rate of Re.1/- per acre.	180
3½ acres of garden land , a lumpsum of	100
Total.	941

If the rate as now accepted is applied, the amount payable to the Jaghirdhar every year on account of the above will come up to as follows:-

	Rs
661 acres under Dhanagere Anicut at Rs3/- per acre.	1,983
180 acres on Sivasamudram Island at the rate of Rs3/- per acre.	540
3½ acres of Garden Land.	100
Total.	2,623 per year.

I therefore request that Government be pleased to accept the proposal of the Deputy Commissioner and issue necessary orders for the payment of the amount of Rs2,623/- per year to the Jaghirdhar ~~since the termination of the last agreement, viz.~~, from the year 1938-39, from which year the Jaghirdhar has not been paid the compensation.

With regard to the point raised of making water available during the tail end of the Irrigation season for the 180 acres of land on Sivasamudram Island,

P.T.O.

164

H) Submitted separately

as required under para 2 of EDS.No.274 dated 26th July 1943, I have submitted to Government in this office letter No.10054 dated 18th November 1943 an estimate for putting up a skinned wall in front of the 7 anicuts for making them impervious. If Government sanctions the estimate and the work is carried out, the required quantity of water could be made available for the lands on the Sivasamudram Island towards the tail end of the Irrigation season, provided the Jaghirdhar keeps his canal clear of silt and under reapirs for conveyance of this water available in the river to the lands concerned. This condition must be specifically brought to the notice of the Jaghirdhar while accepting to repair and maintain the seven anicuts in the right branch of the Cauvery River at Sivasamudram.

R)

B) Further, the Jaghirdhar should agree to execute the agreement, as approved in your letter No.EDS.2512 dated 22nd May 1941 and also agree to maintain the channel on Sivasamudram Island in a condition of repairs to distribute the water made available in the river from the seven anicuts to the lands on the Island.

Yours sincerely,

M. Narasimhaiya 18/XI

M. Narasimhaiya, Esq., BA, CE, MIE(Ind),
Secretary to the Govt. of Mysore,
Electrical Department,
BANGALORE.

MH-CSC.

Confidential.

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ELECTRICAL SECRETARIAT.

(~~continuation sheet~~ Draft form)

Page No.

90-

The General Superintendent
K.P.S., Bangalore

D.O. No EDS. 1937
One Agreement
Dy 27/12/43.

Subject:- Hot weather Compensation to the Gahagirdar of Sivasamudram.

Dear Mr. Hayath,

With reference to your D.O. letter No. 3877 dated the 18th November 1943 on the above subject, I herein enclose an agreement to be entered into with the Gahagirdar of Sivasamudram and request you to kindly offer your remarks thereon, as to whether it incorporates all the points.

Yours sincerely

WD 05561—GPB—20 pads of 100 sheets each 16-2-42

23/12/43

Telegrams:-"GOMED"

MR. M. HAYATH. B.E. (MECH.), B.S.E.E.,
GENERAL SUPERINTENDENT.

Telephone No. {OFF... RESID...

OFFICE OF THE GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME.

ELECTRICAL DEPARTMENT GOVT OF MYSORE

D. O. No. 649

CONFIDENTIAL.

BANGALORE. 29th December 1943
(S. INDIA)

31/12

REC... SECRETARIAT BANGALORE. 1352 3.1.44

Dear Mr. Narasimhaiya,

Subject:- Hot weather compensation to the Jahagirdar of Sivasamudram.

With reference to your D.O. letter No. EDS. 1937 dated the 27th instant, on the above subject, I wish to inform you that the agreement has been examined by me and ~~find~~ found to be generally in accordance with the draft previously prepared in this behalf, but the following two clauses, viz., (2)(b) and (3), seem to require some alteration and I wish to suggest the following, which may be incorporated, if agreed to.

(2) (b). Government agrees to effect necessary repairs to the seven anicuts to make available at the head of the canal on the Sivasamudram Island, the quantity of water required for the lands during the irrigation season or wet weather. It shall be the responsibility of the Jahagirdar tomaintain the channel on the Sivasamudram Island in an appropriate condition to ensure the supply of the water to the lands in question.

(3). In lieu of withholding hot weather supplies to the lands under the two channels, Government agrees to pay to the Owner at Rs3/- per acre on the 841 acres of ordinary land under the channels and a lump sum of Rs100/- for 3½ acres of garden land under the same as hot weather compensation soon after the close of each hot weather season.

In this connection I may mention that all agreements that have been entered by this department with consumers and other agencies have been entered into by the Chief Electrical Engineer on behalf of Government whereas in this case the Secretary to Government in the Electrical Department has to execute the agreement on behalf of Government according to the draft. Whether any change is required in view of the above general rule in the present draft is a matter for your kind consideration.

Yours sincerely,

M. Hayath 30/12

M. Narasimhaiya, Esq., BA, CE, MIE(Ind),
Secretary to Govt. of Mysore,
Electrical Department,
Bangalore.

MH-CSC.

Confidential

ELECTRICAL SECRETARIAT.

Examination sheet Draft form

No. E.D.S. 2785.
Encls. Copy of the Agreement
8/15.3.44.

Memo

To

The Deputy Commissioner,
Mandya District,
Mandya

Subject:- Hot weather compensation to the Jahagirdars of Sivasamudram.

Sir,

With reference to your letter No. T.L. 149/41-42 dated the 2nd November 1943 on the above subject, I have the honour to forward herewith a copy of the agreement to be entered into by with the Jahagirdars of Sivasamudram and to request that further action may kindly be taken in the matter ~~to get it completed~~

Have etc

Memo No. E.D.S. 2786 8/15.3.44.
Encls. Copy of Agreement.

Copy to G.S. C.P.S (with a copy of the agreement) 16/3/12

WD 05561—GPB—20 pads of 100 sheets each 16-2-42

Secretary

WHEREAS the Government, being in need of all the water available in the Cauvery above the Falls at Sivasamudram - during the hot weather of every year for the generation of power in connection with their Cauvery Power Works, has negotiated with the Owner for the purchase of his rights in respect of the said water, NOW THESE PRESENTS WITNESS that the parties have agreed in manner following, that is to say:-

(1) This Agreement shall have retrospective effect as from the year 1935.

AGREEMENT made this.....day of.....
between the Government of His Highness the Maharaja of Mysore represented by the Secretary to Government in the Electrical Department for the time-being, ~~(~~hereinafter called the (a) "Government"~~)~~ of the one part, and the Jaghirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jaghir, Belakavadi, his successors, assigns or heirs, ~~(~~hereinafte called the "~~Owner"~~ ~~)~~ of the other part.

(a) P.T.O. for note

[Retyped on slip]

WHEREAS Government, ~~as the~~ owner of all the water available in the Cauvery above the Falls at Sivasamudram during the ~~purpose~~ further of every year for the generation of power in connection with their Cauvery Power Works, ~~Otherwise the Govt~~ has negotiated with the Owner for the purchase of his rights in respect of the said Falls, NOW THESE PRESENTS WITNESS that the parties have agreed in manner following that is to say:

(1) This Agreement ~~will be given~~ shall have retrospective effect ~~from 1935.~~ as from the year 1935.

(2)(a) The Owner agrees that the Government ~~of Mysore~~ is entitled to withhold hot weather supplies from all lands irrigable under the canal taken from the right flank of the Dhanagere Anicut as shown by the annexed sketch No.Siva..... and under the canal on the Sivasamudram island taken from the left flank of the seven anicuts as shown by the annexed sketch No. Siva.....across the southern branch of the Cauvery river at Sivasamudram. Further the Owner agrees that the Government ~~of Mysore~~ may put~~ting~~ in such temporary obstructions at the heads of the two canals referred to above at any convenient place within the property of the Owner to effectively prevent the flow of water into these canals during every hot weather. Hot weather for the purpose of this agreement inclusive of this clause, shall mean the period from the forenoon of 1st January until the river is in floods from the south-west monsoon.

Enclosure will follow R.L.S. 15.3.00

Enclosure will follow R.L.S. 15.3.00

(2) (b) The Government agree to effect reasonable repairs to the seven anicuts to make available at the head of the canal of the Sivasamudram Island the quantity of water required for the lands during the irrigation season or wet weather. It

It shall be the responsibility of the Jaghirdar to maintain the channel on the Sivasamudram Island in an appropriate condition to ensure the supply of the water to the lands in question.

(3) In ~~lieu of~~ consideration of the Government's withholding hot weather supplies to the lands under the two channels, the Government agrees to pay to the Owner at Rs 3/- per acre on the 841 acres of ordinary land under the channels and a lumpsum of Rs 100/- for 3½ acres of garden land under the same as hot weather compensation soon after the close of each hot weather season.

(4) The Owner, as the authority who collects taxes and water rates ~~farm~~ from the occupants and/or tenants of the lands under these canals, shall assume all responsibility for remitting the taxes and water rates to which the lands have been assessed by him and shall pass on to each occupant or tenant appropriate amount out of the compensation paid to him by the Government and shall indemnify the Government against any claims of the said tenants for the withholding of the hot weather supply.

(5) The amount payable as specified under para (3) supra shall not be subject to any alteration by reason of increase or decrease of area to be irrigated under these two canals from time to time, but shall remain fixed at Rupees two thousand six hundred and twenty three only (Rs 2,623/-) for the period of this agreement.

~~(6) The Owner agrees to renew the agreement for a further required period if Government desire to do so under the same terms and conditions after the expiry of the period of this Agreement.~~

(6) The Government reserves the right to terminate this agreement with a year's notice served on the Owner at the office of the Jaghirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jaghir, Belakavadi. A letter

letter containing this notice sent by registered post to the Owner at the above address shall be taken as satisfying the requirements of serving the notice for purposes of this Agreement.

(7) In the event of any disputes or differences arising as to the construction, interpretation or effect of this Agreement or of any clauses herein contained or as to the rights or liabilities of either of the parties under this Agreement, the matter ~~in dispute~~ shall be referred to the decision of a sole arbitrator, if both parties can agree on one, if not, to the decision of three arbitrators, one to be appointed by each of the parties and the third to be appointed by the two arbitrators, and the decision of the sole arbitrator in the first case, and of all the arbitrators or of a majority of them (as the case may be) in the second case, shall be binding upon the parties & be final, subject to the provisions of the Mysore Arbitration Act I of 1917 with amendments up to the date of said reference.

(8) IN witness whereof the Government through their representative, the Secretary to the Government, Electrical Department have hereunto set their hands ~~executed this Agreement~~ and the common seal of the Owner, namely the Jaghirdar of Sivasamudram and Managing Member of the Board of Management, Sivasamudram Jaghir, has been hereunto affixed the year and date afore written.

3/3/47

Draft scrutinised & revised.
Chief secretary.
Chakravarthi 6 3/64
P.G.

AGREEMENT made this ..... day of ..... between the Government of His Highness the Maharaja of Mysore represented by the Secretary to Government in the Electrical Department for the time-being hereinafter called the "Government" of the one part, and the Jaghirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jaghir, Belakavadi, his successors, assigns or heirs, thereinafter called the "Owner" of the other part.

WHEREAS the Government, being in need of all the water available in the Cauvery above the Falls at Sivasamudram during the hot weather of every year for the generation of power in connection with their Cauvery Power Works, has negotiated with the Owner for the purchase of his rights in respect of the said water, NOW THESE PRESENTS WITNESS that the parties have agreed in manner following, that is to say:-

(1) This Agreement shall have retrospective effect as from the year 1935.

(2) (a) The Owner agrees that the Government is entitled to withhold hot weather supplies from all lands irrigable under the canal taken from the right flank of the Dhanagere Anicut as shown by the annexed sketch No.Siva ..... and under the canal on the Sivasamudram island taken from the left flank of the seven anicuts as shown by the annexed sketch No. Siva. ..... across the southern branch of the Cauvery river at

at Sivasamudram. Further the Owner agrees that the Government may put in such temporary obstructions at the heads of the two canals referred to above at any convenient place within the property of the Owner to effectively prevent the flow of water into these canals during every hot weather. Hot weather for the purpose of this agreement inclusive of this clause, shall mean the period from the forenoon of 1st January until the river is in floods from the south-west monsoon.

(2) (b) The Government agree to effect reasonable repairs to the seven anicuts to make available at the head of the canal of the Sivasamudram island the quantity of water required for the lands during the irrigation season or wet weather. It shall be the responsibility of the Jaghirdar to maintain the channel on the Sivasamudram Island in an appropriate condition to ensure the supply of the water to the lands in question.

(3) In consideration of the Government's withholding hot weather supplies to the lands under the two channels, the Government agrees to pay to the Owner at Rs.3/- per acre on the 841 acres of ordinary land under the channels and a lumpsum of Rs.100/- for 3½ acres of garden land under the same as hot weather compensation soon after the close of each hot weather season.

(4) The Owner, as the authority who collects taxes and water rates from the occupants and/or tenants of the lands under these canals, shall assume all responsibility for remitting the taxes and water rates to which the lands have been assessed by him and shall pass on to each occupant or tenant appropriate amount

amount out of the compensation paid to him by the Government and shall indemnify the Government against any claims of the said tenants for the withholding of the hot weather supply.

(5) The amount payable as specified under para (3) supra shall not be subject to any alteration by reason of increase or decrease of area to be irrigated under these two canals from time to time, but shall remain fixed at Rupees two thousand six hundred and twenty three only (Rs.2,623/-) for the period of this agreement.

(6) The Government reserves the right to terminate this agreement with a year's notice served on the Owner at the office of the Jaghirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jaghir, Belakavadi. A letter containing this notice sent by registered post to the Owner at the above address shall be taken as satisfying the requirements of serving the notice for purposes of this agreement.

(7) In the event of any disputes or differences arising as to the construction, interpretation or effect of this agreement or of any clauses herein contained or as to the rights or liabilities of either of the parties under this agreement, the matter shall be referred to the decision of a sole arbitrator, if both parties can agree on one, if not, to the decision of three arbitrators, one to be appointed by each of the parties and the third to be appointed by the two arbitrators, and the decision of the sole arbitrator in the first case, and of all the arbitrators or of a majority of them

them (as the case may be) in the second case, shall be binding upon the parties and be final subject to the provisions of the Mysore Arbitration Act I of 1917 with amendments up to the date of said reference.

(8) IN withness whereof the Government through their representative, the Secretary to the Government, Electrical Department have hereunto set their hands and the common seal of the Owner, namely the Jaghirdar of Sivasamudram and Managing Member of the Board of Management, Sivasamudram Jaghir, has been hereunto affixed the year and date afore written.

TSRN.

175

C. F. No. 46]

GOVERNMENT OF MYSORE

No. 19236

Encls. 4 Drgs.

OFFICE OF the General Superintendent, CPS Bangalore

Date 17.3.1944

To

The Secretary to Government,
Electrical Department,
Bangalore.

Sir,

Hot weather compensation to the Jaghirdar of Sivasamudram

With reference to your letter No.EDS.2785 dated the 15th March 1944 addressed to the Deputy Commissioner, Mandya District, Mandya, on the above subject, I have the honor to forward herewith 2 copies of Drawing Nos.S.1147 and S.1046 (Drawings relating to the Dhanagere Anicut and the Jaghirdar's seven Aniculs), for favour of transmitting them to the Deputy Commissioner, Manyda District, Mandya.

I have the honor to be,
Sir,
Your most obedient servant,

General Superintendent, CPS.

Submitted for orders whether these sketches may be sent to the Deputy Commr. Mandya Dt. for Continuation

Submitted with a draft letter to the D.C. Mandya Dt.

Issued

Confidential

ECTRICAL SECRETARIAT.

~~(Continuation sheet~~ Draft form)

No. E.D.S. 2906
Two drawings
Dt 24.3.44.

~~Page No.~~ 178

To

The Deputy Commissioner
Mandya District, Mandya,

Subject:- Hot weather compensation to the jaghirdar of Sivasamudram.

Sir,

In continuation of this office letter No. EDS. 2785 Dt 15/3/44 on the above subject, I am directed to forward herewith ~~the~~ two ~~state~~ original rec'ts to Shanagar Ancient & to Jaghirdar Sivasamudram received from the Ly. S.B.P.S.

I have etc.

Secretary to Govt.
Electrical Dept.

21/3/44

21.3.44.

WD 05561—GPB—20 pads of 100 sheets each 16-2-42

Mr. Mir Safdar Hussain, B.A.,
Deputy Commissioner.

MANDYA.

Confidential.

Dated 24th March 1944.

D.O.No.T.C.149/41-42.

Dear Mr.Narasimhiah,

I write to acknowledge receipt of your letter No.E.D.S.2785 dated 15th March 1944 forwarding a draft copy of the agreement to be entered into with the Jahagirdar of Sivasamudrum re: hot weather compensation and to request that the sketch which have to form the enclosures to the agreement may kindly be arranged to be sent early. I have requested the Jahagirdar of Sivasamudrum to meet me in the first week of April 1944 and complete the agreement.

Yours Sincerely,

Mir Safdar Hussain

M.Narasimhiah,Esq.,B.A.,C.E.,M.I.E.,
Secretary to Government,
Electrical Department,
Bangalore.

SECRETARY TO GOVERNMENT
Date 22/3
W. & ELECTL & RYS

ELECTRICAL SECRETARIAT
BANGALORE.
No. 2062
Date 28-3-44

OFFICE OF THE MINISTER
FOR PUBLIC WORKS
29 MAR. 1944
No. 6227

18

OFFICE OF THE DEPUTY COMMISSIONER,
MANDYA DISTRICT,

No.T.C.149/43-44
Encl.

Mandya, dated 25th March 1944.

FROM

The Deputy Commissioner,
Mandya District,
MANDYA.

SECRETARY TO GOVERNMENT
Date 28/3
ELECTL & HYDL

ELECTRICAL SECRETARIAT
BANGALORE
No. 2063
28.3.44

To

The Secretary to Government,
Electrical Department, Bangalore.

SIR,

Subject :- Hot weather compensation to the Jahagirdar of Sivasamudrum.

In continuation of my D.O. letter No.T.C.149/41-42 dated 24th March 1944 on the above subject, I have the honour to acknowledge the receipt of two drawings relating to Dhanagere Anicut and the Jahagirdar's anicuts, sent with your letter No.EDS.2906/ dated 24th March 1944.

I have the honour to be,
Sir,
Your most obedient servant,

Deputy Commissioner,
Mandya District.

May be recorded in the connected file.
28/3/44

28/3/44

28/3/44

28/3/44

D.O. No. T.C.149/41-42 Encl.

Mr. Mir Safder Hussain, B.A.,
Deputy Commissioner.
~~MANAGALORE,~~
~~District Magistrate~~

SECRETARIAT SECTION
BANGALORE.
No. 2301
24.4.44

MANDYA,

Dated 22nd April 1944.

181

Dear Sir,

Re: Hot weather compensation - Sivasamudrum Jahagirdar - draft agreement -

---

I write to invite your reference to my D.O. letter No.T.C.149/41-42 dated 4th April 1944 requesting to be informed whether a copy of the draft agreement to be entered into with the Jahagirdar may be given to him, as he has to consult his Brother-in-Law, Mr.T.A.Devaraj Mudaliar and request you for an early reply so that a date may be fixed for taking necessary agreements early in the next month.

Yours Sincerely,

Mir Safdar Hussain

K.D.Joshi, Esq., M.A., B.E., M.R.San.I.(Eng).
M.I.E.(Eng), A.M.I.Struct.E.(Eng)
Secretary to Government,
Public Works Department,
Bangalore.

Mr. Mir Safdar Hussain, B.A.,
Deputy Commissioner.

182

MANDYA.

Dated 4th April 1944.

D.O. No. J.C. 149/41-42

Dear Sir,

Re: Hot weather compensation. not received
Sivasamudram Jahagir.

In continuation of my letter No. T.C.149/41-42 dated 1-4-44 on the above subject, I write to state that the Jahagirdar of Sivasamudram has requested for a copy of the draft agreement to be entered into by him so that he may consult his Brother-in-law, Mr.A.T.Devaraja Moodaliar, who is at Coimbatore and fix up a date for completing the same. I request you kindly to let me know if a copy of the draft agreement may be given to him.

Yours sincerely,

Mir Safdar Hussain

RECEIVED BEFORE 1944
BANGALORE.
No. 2128
8.4.44

M.Narasimhaiya, Esq., B.A., C.E., M.I.E.
Secretary to Government, (Ind)
Public Works and Electrical Departments,
BANGALORE.

E.D.

183

ELECTRICAL SECRETARIAT.

~~Continuation sheet~~ Draft form

D.O. No. E.D.S. 3191.
21.4.44.

To

Deputy Commissioner,
~~The Director of~~
Mandya District,
Mandya.

Subject :- Hot weather Compensation to the Jaghirdar of Sivasamudram.

Dear Sir,

With reference to your D.O. letter No. T.Le. 149/44-42 dated the 6th April 1944 on the above subject, I write to state that a copy of the draft agreement may be given to the Jaghirdar of Sivasamudram, as he is entitled to know the facts noted therein, being a party to the agreement.

Yours sincerely,

17/4/44

17/4/44

WD 05561—GPB—20 pads of 100 sheets each 16-2-42

C. [illegible] No. 46]

No. 26945
Encls.

184

GOVERNMENT OF MYSORE

OFFICE OF The General Supdt., CPS., Bangalore.

Date 21st June 1944.

To

The Secretary to Government,
Electrical Department,
BANGALORE.

ELECTRICAL SECRETARIAT
BANGALORE.
Rec. No. 2826
Date 21.6.44

Sir,

Subject:- Kollegal Anicut - Hot Weather Gauging.

Mr V.D.
21.6.44

I have the honour to inform you that the Irrigation Sluice at Kollegal closed on the 10th January 1944 was since opened on 10th June 1944, as usual and in accordance with the terms of the agreement hitherto.

OFFICE OF THE MINISTER FOR PUBLIC WORKS
24
No. 8417

I have the honour to be,
Sir,
Your most obedient servant,

General Superintendent, CPS.
20/6

For perusal.
Minister for P.W.) 22/6/44.
22/6/44

Record
26/6/44

26-6

No. T.C. 149/41-42
Encls. shown with two plans

Office of the Deputy Commissioner,
Mandya District,
Dated, Mandya, the 4th July. 1944.

185

From

Mir Safdar Hussain, Esq., B.A.,
Deputy Commissioner,
Mandya District,
MANDYA

ELECTRICAL SECRETARIAT BANGALORE
Acc. No. 79
Date 8-7-44

SECRETARY TO GOVERNMENT
Date 8/7
TO W. ELECTL & RYS.

K.D.Joshi, Esq., M.A., B.E., M.I.E.(Ind)
M.R.San.I.(Eng), A.M.I.Struct.E.
Secretary to Government, (Eng)
Electrical Department,
BANGALORE.

Mr V.D.
For 8/7/44.

Sir,

Re: the draft agreement of the Jahagirdars of Shivasamudram.

R) With reference to your No. EDS.3763 dated 14th June 1944, I have the honour to state that I had convened a meeting on 28-6-44 at which the Jahagirdar of Shivasamudram, Dr. A.J.Ram, a member of the Committee and Mr. Venkata Rao - the Manager of the Jahagirs were present. Since they had already received a copy of the draft agreement, they presented a modified draft with some alterations in it. The same is herewith enclosed for your kind reference.

The Jahagirdars want the period of the lease to be fixed now alone. They have suggested that the agreement would be indefinite if the period is not fixed and the period of the duration of the lease may be fixed as 20 years. I am of the opinion that the period suggested by them is not acceptable and that a longer period may be fixed with the option to the Government to have it renewed on the same terms for a further period.

So far as the amendments in para 2(a) are concerned I was able to induce them to accept the terms as stated without the alterations suggested by them and they have agreed. But they state it has never been the Mamool to put up obstructions in the canal from the right flank of the Dhangere Anecut and now that the clause contemplates putting up of obstructions if need be, in both the canals, the clause may be modified as "at the head of Shivasamudram Canal i.e. on or about the power Anecut also called Kollegal Anecut". Since this requires technical opinion I have suggested that it will be referred to the Electrical Department for the opinion of the technical experts.

In para 2(b) the parties want to substitute the words "to restore the seven Anecuts and keep them in good order" instead of the words "to effect reasonable repairs", I am of the opinion that this may be done since both appear to me to mean the same thing.

P.T.O.

In para 3 in view of the fact that the rate of compensation for wet lands was increased from Re.1 to Rs.3, they want the lump-sum grant of Rs.100 for 3½ acres of Bhagayet lands may be raised to Rs.300/-. This increase will be too much in view of the fact the Bagayet crops will not in any way be affected by the cutting off of the water during this season. Any way this may kindly be considered.

In para 5 of the agreement they want the clause "Provided that if the increase or decrease of the said area be effected at the instance of the Madras Government or the Imperial Government the amount of compensation shall be proportionately varied" to be added. In the course of the discussions, they stated that there has been pressure from the Madras Government to increase the area and make larger area available for wet cultivation under the "Grow More Food Campaign". This addition of the new clause will affect the Government in two ways: (i) it will affect the water supply since the Jahagirdar will have power to enlarge the area indefinitely and (ii) it will affect the Government financially since they want compensation to be paid for those lands also and under no condition can compensation be granted to the Jahagirdar to the lands in expanded area. This representation of the Jahagirdar will have to be examined and if need be, the Government of Madras may be addressed in the matter.

In para 6 of the agreement in which the Government have reserved the right to terminate this contract with a year's notice they wanted a similar right to be reserved for the Jahagirdars also. I was able to convince them of the consequences and persuade them to give up the same. They have agreed not to press for such a right.

I am herewith enclosing the draft agreement sent by Government with the revised draft filed by the Jahagirdars and the two drawings and request the same may be examined in the light of the discussions and observations stated above and a final draft sent up so that it may be got executed in accordance with the provisions of law early.

I have the honour to be,
Sir,
Your most obedient servant,
Mir Safar Hussain
Deputy Commissioner,
Mandya District.

Mysore.
28-6-1944.

187

From. The Jahagirdar of Sivasamudram.

To

The Deputy Commissioner,
Mandya District, Mandya.

Sir,

I am presenting a new draft revised by me in consultation with my Legal Advisor. The alterations and additions are as noted below:-

1. Period of agreement has not been noted. The words "and shall last for twenty years" has been added.

2.(a) The sketch has not been annexed. The words "to be annexed" have been inserted. The words "from 1st January until the river is in - floods" have been altered as "from the fore-noon of 10th.January to the fore-noon of 10th June" according to mamool obtaining.*

2.(b) "To effect reasonable repairs" have been revised as "To restore the Seven Anekuts and keep them in good order" as per resolution of 15th May 1942 during the Conference with the Deputy Commissioner.

3. The lump-sum of Rs.100/- has been increased to Rs.300/- as per Government's decision to grant three times the old rate.

4. At the end of the para, the following clause has been added:-

"Provided that if the increase or decrease of the said area be effected at the instance of the Madras Government or the Imperial Government, the amount of compensation shall be proportionately varied."

5. A similar right has been reserved for the Jahagirdar by making necessary alteration. The revised para runs thus:-

"The Government and the owner reserve the right to terminate - this agreement with a year's notice served on the other party at their respective Offices."

Yours sincerely,
Sd/- T.A.Jotindranath.

Date.28-6-44.

---

*(2) (a). After the word Obstructions "At the Heads of the two canals referred to above" have been altered into "at the Head of the Sivasamudram Canal i.e. on or - about the power Anekut also called Kollegal Anekut." This alternation has been made as it is not mamool to put up such obstructions in the canal from the right flank of the Danagere Anekut.

Copy

his Defence Inner.
Deputy Commissioner.
Mandya District.

Agreement made this ..... day of ..... between the Government of His Highness the Maharaja of Mysore, represented by the Secretary to Government in the Electrical Department, for the time being hereinafter called the "GOVERNMENT" of the one part, and the Jahagirdar of Sivanasamudram and the Managing Member of the Board of Management of Shivanasamudram Jahagir, Belakavadi, his successors, assigns or heirs, thereinafter called the "Owner" of the other part.

WHEREAS the Government, being in need of all the water available in the Cauvery above the falls at Sivasamudram during the hot-weather of every year for the generation of power in connection with their Cauvery Power Works, has negotiated with the owner for the purchase of his rights in respect of the said water, NOW THESE PRESENT WITNESS that the parties have agreed in manner following, that is to say:-

(1) This agreement shall have retrospective effect as from the year 1935 and shall last for 20 years.

(2) (a) The owner agrees that the Government is entitled to withhold hot-weather supplies from all lands irrigable under the canal taken from the right flank of the Dhanagere Anicut as shown by the annexed sketch No. Siva(To be annexed) and under the ~~Irx~~ Canal on the Sivasamudram island, taken from the left flank of the seven Anekats as shown by the annexed sketch No. Siva.(To be Annexed) across the Southern Branch of the cauvery river at Sivasamudram. Further the owner agrees that the Government may put in such temporary obstructions at the Head of the Sivasamudram canal i.e. on or about the Power Anikat also called Kollegal Anikat, at any convenient place within the property of the owner to effectively prevent the flow of water in this channel during every hot-weather. Hot-weather for the purpose of this agreement inclusive of this clause shall mean the period from the fore-noon of 10th January to the fore-noon of 10th June.

(2) (b) The Government agree to restore the seven Anikats and keep them in good order to make available at the Head of the Canal of the Sivasamudram Island, the quantity of water required for the lands during irrigation season or wet-weather. It shall be the responsibility of the Jahagirdar to maintain the channel on the Sivasamudram Island in an appropriate condition to ensure the supply of water to the lands in question.

(3) In consideration of the Government's withholding hot-weather supplies to the lands under the two channels, the Government agree to pay to the owner at Rs.3/- per acre on the 841 acres of ordinary land under the channels and a lumpsum of Rs.300/- for 3½ acres of garden land under the same, in accordance with the decision to treble the rate hitherto paid, as hot-weather compensation, soon after the close of each hot-weather season.

(4) The owner, as the authority who collects taxes and water-rates from the occupants and/or tenants of the lands under these canals, shall assume all responsibility for remitting the taxes and water-rates to which the lands have been assessed by him and shall pass on to each occupant or tenant appropriate amount out of the compensation paid to him by the Government and shall indemnify the Government against any claims of the said tenants for the with-holding of the hot-weather supply.

(5) The amount payable as specified under para (3) supra shall not be subject to any alteration by reason of increase or decrease of area to be irrigated under these two canals from time to time and shall remain fixed at Rs.2,823/- (Rupees Two thousand Eight hundred & Twenty three only) for the period of this Agreement, provided that if the increase or decrease of the said area be effected at the instance of the Madras Government or the Imperial Government, the amount of compensation shall be proportionately varied.

(6) The Government and the owner preserve the right to terminate this Agreement with a year's notice served on the other party at their respective offices.

(7) In the event of any disputes or differences arising as to the construction, interpretation or effect of this agreement or of any clauses herein contained or as to the rights or liabilities of either of the parties under this agreement, the matter shall be referred to the decision of a sole arbitrator, if both parties can agree on one, if not, to the decision of three arbitrators, one to be appointed by each of the parties and the third to be appointed by the two arbitrators, and the decision of the sole arbitrator in the first case, and of all the arbitrators or of a majority ~~xx~~ ~~xx~~ of them (as the case may be) in the second case, shall be binding upon the parties and be final subject to the provisions of the Mysore Arbitration Act. 1. of 1917 with amendments up to the date of said reference.

(8) In witness whereof the Government through their representative, the Secretary to the Government, Electrical Department, have hereunto set their hands and the common seal of the Owner, namely the Jaghhirdar of Sivasamudram and Managing Member of the Board of Management, Sivasamudram Jahagir, has been hereunto affixed the year and date afore written.

Copy

Hiv Sefan Imam.
Deputy Commissioner
Mandya District

AGREEMENT made this ..... day of ..... between the Government of His Highness the Maharaja of Mysore represented by the Secretary to Government in the Electrical Department for the time-being hereinafter called the "Government" of the one part, and the Jaghirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jaghir, Belakavadi, his successors, assigns or heirs, hereinafter called the "Owner" of the other part.

WHEREAS the Government, being in need of all the water available in the Cauvery above the Falls at Sivasamudram during the hot weather of every year for the generation of power in connection with their Cauvery Power Works, has negotiated with the Owner for the purchase of his rights in respect of the said water, NOW THESE PRESENTS WITNESS that the parties have agreed in manner following, that is to say:-

(1) This Agreement shall have retrospective effect as from the year 1935.

(2) (a) The Owner agrees that the Government is entitled to withhold hot weather supplies from all lands irrigable under the canal taken from the right flank of the Dhanagere Anicut as shown by the annexed sketch No.Siva..... and under the canal on the Sivasamudram island taken from the left flank of the seven anicuts as shown by the annexed sketch No. Siva ..... across the southern branch of the Cauvery river at Sivasamudram. Further the Owner agrees that the Government may put in such temporary obstructions at the heads of the two canals referred to above at any convenient place within the property of the owner to effectively prevent the flow of water into these canals during every hot weather. Hot weather for the purpose of this agreement inclusive of this clause, shall mean the period from the fore-noon of Ist January until the river is in floods from the south-west monsoon.

(2) (b) The Government agree to effect reasonable repairs to the seven anicuts to make available at the head of the canal of the Sivasamudram island the quantity of water required for the lands during the irrigation season or wet weather. It shall be the responsibility of the Jaghirdar to maintain the channel on the Sivasamudram

Sivasamudram Island in an appropriate condition to ensure the supply of the water to the lands in question.

(3) In consideration of the Government's withholding hot weather supplies to the lands under the two channels, the Government agrees to pay to the Owner at Rs.3/- per acre on the 841 acres of ordinary land under the channels and a lumpsum of Rs.100/- for 3½ acres of garden land under the same as hot weather compensation soon after the close of each hot weather season.

(4) The Owner, as the authority who collects taxes and water rates from the occupants and/or tenants of the lands under these canals, shall assume all responsibility for remitting the taxes and water rates to which the lands have been assessed by him and shall pass on to each occupant or tenant appropriate amount out of the compensation paid to him by the Government and shall indemnify the Government against any claims of the said tenants for the withholding of the hot weather supply.

(5) The amount payable as specified under para (3) supra shall not be subject to any alteration by reason of increase or decrease of area to be irrigated under these two canals from time to time, but shall remain fixed at Rupees two thousand six hundred and twenty three only (Rs.2,623/-) for the period of this agreement.

(6) The Government reserves the right to terminate this agreement with a year's notice served on the Owner at the office of the Jaghirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jaghir, Belakavadi. A letter containing this notice sent by registered post to the Owner at the above address shall be taken as satisfying the requirements of serving the notice for purposes of this agreement.

(7) In the event of any disputes or differences arising as to the construction, interpretation or effect of this agreement or of any clauses herein contained or as to the rights or liabilities of either of the parties under this agreement, the matter shall be referred to the decision of a sole arbitrator, if both parties can agree on one, if not, to the decision of three arbitrators, one to

to be appointed by each of the parties and the third to be appointed by the two arbitrators, and the decision of the sole arbitrator in the first case, and of all the arbitrators or of a majority of them (as the case may be) in the second case, shall be binding upon the parties and be final subject to the provisions of the Mysore Arbitration Act I of 1917 with amendments up to the date of said reference.

(8) IN witness whereof the Government through their representative, the Secretary to the Government, Electrical Department have hereunto set their hands and the common seal of the Owner, namely the Jaghirdar of Sivasamudram and Managing Member of the Board of Management, Sivasamudram Jaghir, has been hereunto affixed the year and date afore written.

Copy

Mir Safar Hussain

Deputy Commissioner

Mandya District

Appendix F. G.—1]

SUBJECT: Hot weather Compensation to the Jaghirdar of Swasamudram.

Diary No. of letter replied to

General and Revenue Secretariat

( )

the 194

Date of issue

Signed by

List of enclosures

Copied by

Examined by

Section

File No.

Serial No.

No. E.D.S.317/Agreement 0/26.7.44

To

The General Superintendent,
C.P.S., Bangalore.

Sir,

With reference to your letter No. N) 19236 dated the 17th March 1944 on the above subject, I am directed to forward herewith a modified agreement presented by the Jaghirdar of Swasamudram and to request that your remarks thereon may kindly be furnished at an early date.

I have etc.

K. Viry 7/44
Secretary to Govt.,
Electrical Dept.
21/7/44

Hon

AGREEMENT made this.....day of ..... between the Government of His Highness the Maharaja of Mysore, represented by the Secretary to Government in the Electrical Department, for the time being hereinafter called the "GOVERNMENT" of the one part, and the Jaghirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jaghir, Belakavadi, his successors, assigns or heirs, thereinafter called the "Owner" of the other part.

WHEREAS the Government, being in need of all the water available in the Cauvery above the falls at Sivasamudram during the hot-weather of every year for the generation of power in conn tion with their Cauvery Power Works, has negotiated with the owne for the purchase of his rights in respect of the said water, NOW THESE PRESENT WITNESS that the parties have agreed in manner following, that is to say:-

(1) This agreement shall have retrospective effect as from the year 1935 and shall last for 20 years.

(2) (a) The owner agrees that the Government is entitled to withhold hot-weather supplies from all lands irrigable under the canal taken from the right flank of the Dhanagere Anicut as shown by the annexed sketch No. Siva (To be annexed) and under the Canal on the Sivasamudram island, taken from the left flank of the seven Anekats as shown by the annexed sketch No. Siva (To be Annexed) across the Southern Branch of the Cauvery river at Sivasamudram. Further the owner agrees that the Government may put in such temporary obstructions at the Head of the Sivasamudram canal i.e. on or about the Power Anikat also called Kollegal Anikat, at any convenient place within the property of the owner to effectively prevent the flow of water in this channel during every hot-weather. Hot-weather for the purpose of this agreement inclusive of this clause shall mean the period from the fore-noon of 10th January to the fore-noon of 10th June.

(2) (b) The Government agree to restore the seven Anikats and keep them in good order to make available at the Head of the Canal

canal of the Sivasamudram Island, the quantity of water required for the lands during irrigation season or wet-weather. It shall be the responsibility of the Jaghirdar to maintain the Channel on the Sivasamudram Island in an appropriate condition to ensure the supply of water to the lands in question.

(3) In consideration of the Government's withholding hot-weather supplies to the lands under the two channels, the Government agree to pay to the owner at Rs 3/- per acre on the 841 acres of ordinary land under the channels and a lumpsum of Rs 300/- for 3½ acres of garden land under the same in accordance with the decision to treble the rate hitherto paid, as hot-weather compensation, soon after the close of each hot-weather season.

(4) The owner, as the authority who collects taxes and water-rates from the occupants and/or tenants of the lands under these canals, shall assume all responsibility for remitting the taxes and water rates to which the lands have been assessed by him and shall pass on to each occupant or tenant appropriate amount out of the compensation paid to him by the Government and shall indemnify the Government against any claims of the said tenants for the with-holding of the hot-weather supply.

(5) The amount payable as specified under para (3) supra shall not be subject to any alteration by reason of increase or decrease of area to be irrigated under these two canals from time to time and shall remain fixed at Rs 2,823/- (Rupees two thousand eight hundred and twenty three only) for the period of this Agreement, provided that if the increase or decrease of the said area be effected at the instance of the Madras Government or the Imperial Government, the amount of compensation shall be proportionately varied.

(6) The Government and the owner preserve the right to terminate this Agreement with a year's notice served on the other party at their respective offices.

(7) In the event of any disputes or differences arising as to the construction, interpretation or effect of this agreement or of any

any clauses herein contained or as to the rights or liabilities of either of the parties under this agreement, the matter shall be referred to the decision of a sole arbitrator, if both parties can agree on one, if not, to the decision of three arbitrators, one to be appointed by each of the parties and the third to be appointed by the two arbitrators, and the decision of the sole arbitrator in the first case, and of all the arbitrators or of a majority of them (as the case may be) in the second case, shall be binding upon the parties and be final subject to the provisions of the Mysore Arbitration Act.1. of 1917 with amendments up to the date of said reference.

(8) IN witness whereof the Government through their representative, the Secretary to the Government, Electrical Department, have hereunto set their hands and the common seal of the Owner, namely the Jaghirdar of Sivasamudram and Managing Member of the Board of Management, Sivasamudram Jaghirdar, has been hereunto affixed the year and date afore written.

C. F. No. 45]

GOVERNMENT OF MYSORE

200

Tele gram / phone

No. 3294.
Encls.

OFFICE OF
the General Superintendent,
Cauvery Power Scheme,
Bangalore,

Date 7th August 1944.
8

The Secretary to Government,
Electrical Department, BANGALORE.

SECRETARY TO GOVERNMENT
W., E. & POWER & RYS
Date 9/8

GOVERNMENT SECRETARIAT
BANGALORE
Rec. No. 3951
9.8.44

Sir,

Hot weather compensation to the Jaghirdar of Sivasamudram.

With reference to your letter No.EDS.317 dated 26th July 1944, enclosing a modified agreement presented by the Jaghirdar of Sivasamudram for my comments, I have the honour to state as follows:-

The various clauses of the Agreement have been considerably modified altering the scope of the Agreement quite different from what it was contemplated at the time the draft Agreement was prepared and sent to the Deputy Commissioner in your letter No.EDS.2785 dated 15th March 1944.

Clause (1): The intention of our draft agreement was that this agreement which is to be entered into by the Jaghirdar with the Government is to be a perpetual one with effect from the year 1935, but the modified draft agreement provides for only 20 years. If this is to be given effect to from 1935, nine years of the period of the agreement to be entered into will have been elapsed already, thus leaving only eleven years. Our experience with the Jaghirdar has been that prolonged negotiations have to be carried on before any decision can be arrived at and the present revision of agreement is a standing example; all our efforts to enter into an agreement with the Jaghirdar for the last ten years have not yet been successful and if the new agreement is to last only till 1955 we may have to start negotiations with him right now to secure another lease for a further period from 1955. As the power works have come to stay as a permanent one and as the negotiations with the Jaghirdar have been carried on, on the basis of equity there is no reason whatsoever why the Jaghirdar should not agree to enter into a perpetual agreement in this behalf, thus avoiding unnecessary [illegible] negotiations at shorter intervals

P.T.O.

correspondence and negotiations at shorter intervals. If the Jaghirdar is unwilling to enter into a perpetual agreement, atleast an agreement for 99 years may be insisted upon.

Clause (2) (a): While the Jaghirdar agrees that the hot weather supplies are to be with-held to irrigable lands under the two canals, viz., one taken from the right flank of the Dhanagere anikat and the other one taken from the left flank of the seven anikats. In the latter portion the Clause has been modified to include construction of temporary obstructions only at the head of the Sivasamudram canal on or above the power anikat. The reason for omitting the temporary obstruction to be put up at the head of the canal taken from the right flank of the Dhanagere anikat is not known. In order to secure this right, provision was made in our agreement for putting temporary obstructions at the head of both canals.

Further, the period of the hot weather for purposes of this Clause was fixed as with effect from 1st January until the river is in floods from the South-West monsoon. This has been changed by the Jaghirdar from the forenoon of 10th January to the forenoon of the 10th June; while the forenoon of 10th January may be accepted in place of the forenoon of 1st January the latter period of forenoon of 10th June cannot be accepted, the reason being that the Jaghirdar cannot expect us to supply water for his irrigation from our stored water at Sivasamudram if there are no floods in the river from the South-west monsoon. Instances are not wanting when there have been no floods in the river even later than 10th June. In such cases there will be very heavy strain on Krishnarajasagar and the Government cannot legitimately be expected to supply water to the Jaghirdar for his irrigation from this storage. Therefore, it is very necessary that the right of stoppage of water during hot weather be secured until the river is in floods from the South-west monsoon.

Clause (2) (b) The draft Agreement prepared by us provided for reasonable repairs to the seven anikats. The Jaghirdar now

demands their satisfactory maintenance throughout. In my opinion, the demand made by the Jaghirdar seems to be reasonable and may, perhaps, be accepted with the proviso that the repairs to be effected will be such as to maintain a certain level of water at the head of the Sivasamudram canal and necessary arrangements ~~made~~ for drawing this water into the canal by satisfacory maintenance of the head works and the canal, ~~the canal~~ itself being the entire responsibility of the Jaghirdar.

Clause (3) The Government agreed to enhance the compensation payable for with-holding hot weather supplies from Re1/- per acre to Rs3/- per acre, but no increase was proposed for the compensation payable for the 3½ acres of garden land under the Dhanagerecanal, but on the basis of enhancement for ordinary land the Jaghirdar now demands Rs300/- for the 3½ acres of garden land in place of Rs100/- paid for previously and contemplated to be paid in accordance with the draft agreement prepared by us. In view of the smallness of the amount this may perhaps be accepted. Further, the arguments that are applicable to ordinary land may also be applied to the garden land from which water is proposed to be with-held during hot weather season.

Clause (5) The amount mentioned in this clause has been enhanced in accordance with the provisions made under Clause (3). If Government accept the payment of enhanced compensation for the garden land the figure as mentioned by the Jaghirdar in his modified draft agreement will not need any change. Further, the Jaghirdar has provided for in this Clause increases of the irrigable land under the two canals. The Agreement that was in force till 1935 specifically provided for not enhancing the area to be irrigated under these two canals and no increased compensation was proposed to be paid on account of any enhancement that may be made by the owners, and this will have to continue, as otherwise the amount of compensation will become indeterminate and such a factor cannot find a place in an agreement to be completed by a Government and a private party. While the authority to

increase or decrease the land may be vested with the owners, increased compensation on this account cannot be payable by Government, nor increased quantity of water could be agreed to be made available at the Sivasamudram Island on account of the enhancement of the area under irrigation.

Clause (6). We cannot agree to concede the right to terminate this Agreement by the owner with an year's notice served on us, as it would mean curtailment of generation of power at Sivasamudram, as without effectively stopping the flow of water in the Southern branch of the Cauvery and all other places at or above the Falls it will not be possible to economically utilise the hot weather flow of the river for the maximum generation of power which is essential to conserve the precious waters of Krishnarajasagar.

I have the honour to be,
Sir,
Your most obedient servant,

General Superintendent,
Cauvery Power Scheme.

MH-VJN.

Confidential

204

Appendix F. G.—1]

SUBJECT: Hot weather concession to the jaghirdar of Sivasamudram

Section

File No.

Serial No.

Diary No. of letter replied to.....

No. E.D.S. 976/Copy Letter - 77
926.9.44.

To
The Deputy Commissioner
Mandya Dt.
Mandya

General and Revenue Secretariat

( )

the *194*

Date of issue.....

Signed by.....

Sir,

With reference to your letter No. T. 6. (E) 149/41-42 dated the 4/7th July 1946 on the above subject, I am directed to forward herewith a copy of letter No. 3296 dated the 7/8th August 1946 received from the C.R.O. and to request you to kindly intimate the jaghirdar of Sivasamudram in terms of the above letter of the C.R.O. and obtain his concurrence ~~thereto~~ to the terms indicated therein

List of enclosures.....

Copied by.....

Examined by.....

205

2. The jagirdar may also be definitely intimated that the lease should be perpetual and that in case there is any difficulty for this, the duration of the lease cannot be less than 99 years from the date of agreement.

I have etc.

24/9/44.
Secretary to Govt.
Electrical Dept.
23/9/44

Copy forwd to the C.E.E. for information with reference to his letter No. 3296 dated the 7/8th August 1944.

23/9/44
for Secretary to Govt.
Electrical Dept.
23/9/44

206

No. 46]

16295

/ Encls.

GOVERNMENT OF MYSORE

OFFICE OF The Chief Electrical Engineer
to the Govt. of Mysore,
BANGALORE.

Date 10th January 1945.

To

The Secretary to the Govt. of Mysore,
Electrical Department,
Bangalore.

Sir,

Subject:- Closure of the Sluice in the Kollegal Anicut.

With reference to your letter No.EDS-2921 dated the 5th January 1943, I have the honour to report for the information of Government that the Irrigation sluice at Kollegal Anicut has been closed from to-day the 10th instant as usual.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer.

OFFICE OF THE MINISTER FOR PUBLIC WORKS
15 JAN. 1945
No. 5359

MH-CSC.

For perusal
Minister for P.W.D.
13/1/45

17.1.45
17/1/45

May be recorded
18/1/45
18/1/45
18/1/45

Copy of letter No.3294 dated 7/8th August 1944, from the Chief Electrical Engineer, Bangalore, to the Secretary to Government, Electrical Department, Bangalore.

***

Hot weather compensation to the Jaghirdar of Sivasamudram.

With reference to your letter No.EDS.317 dated 26th July 1944, enclosing a modified agreement presented by the Jaghirdar of Sivasamudram for my comments, I have the honour to state as follows:-

The various clauses of the Agreement have been considerably modified altering the scope of the Agreement quite different from what it was contemplated at the time the draft Agreement was prepared and sent to the Deputy Commissioner in your letter No.EDS.2785 dated 15th March 1944.

Clause (1): The intention of our draft agreement was that this agreement which is to be entered into by the Jaghirdar with the Government is to be a perpetual one with effect from the year 1935, but the modified draft agreement provides for only 20 years. If this is to be given effect to from 1935, nine years of the period of the agreement to be entered into will have been elapsed already, thus leaving only eleven years. Our experience with the Jaghirdar has been that prolonged negotiations have to be carried on before any decision can be arrived at and the present revision of agreement is a standing example; all our efforts to enter into an agreement with the Jaghirdar for the last ten years have not yet been successful and if the new agreement is to last only till 1955 we may have to start negotiations with him right now to secure another lease for a further period from 1955. As the power works have come to stay as a permanent one and as the negotiations with the Jaghirdar have been carried on, on the basis of equity there is no reason whatsoever why the Jaghirdar should not agree to enter into a perpetual agreement in this behalf, thus avoiding unnecessary correspondence and negotiations at shorter intervals. If the Jaghirdar is unwilling to enter into a perpetual agreement, at least an agreement for 99 years may be insisted upon.

Clause (2) (a): While the Jaghirdar agrees that the hot weather supplies are to be with-held to irrigable lands under the two canals,

viz., one taken from the right flank of the Dhanagere anikat and the other one taken from the left flank of the seven anikats. In the latter portion the Clause has been modified to include construction of temporary obstructions only at the head of the Sivasamudram canal on or above the power anikat. The reason for omitting the temporary obstruction to be put up at the head of the canal taken from the right flank of the Dhanagere anikat is not known. In order to secure this right, provision was made in our agreement for putting temporary obstructions at the head of both canals.

Further, the period of the hot weather for purposes of this Clause was fixed as with effect from 1st January until the river is in floods from the South-West monsoon. This has been changed by the Jaghirdar from the forenoon of 10th January to the forenoon of the 10th June; while the forenoon of 10th January may be accepted in place of the forenoon of 1st January the latter period of forenoon of 10th June cannot be accepted, the reason being that the Jaghirdar cannot expect us to supply water for his irrigation from our stored water at Sivasamudram if there are no floods in the river from the South-West monsoon. Instances are not wanting when there have been no floods in the river even later than 10th June. In such cases there will be very heavy strain on Krishnarajasagar and the Government cannot legitimately be expected to supply water to the Jaghirdar for his irrigation from this storage. Therefore it is very necessary that the right of stoppage of water during hot weather be secured until the river is in floods from the South-West monsoon.

Clause (2) (b) The draft Agreement prepared by us provided for reasonable repairs to the seven anikats. The Jaghirdar now demands their satisfactory maintenance throughout. In my opinion, the demand made by the Jaghirdar seems to be reasonable and may, perhaps, be accepted with the provisd that the repairs to be effected will be such as to maintain a certain level of water at the head of the Sivasamudram canal and necessary arrangements for drawing this water into the canal by satisfactory maintenance of the head works and the canal, itself being the entire responsibility of the Jaghirdar.

Clause (3) The Government agreed to enhance the compensation payable for with-holding hot weather supplies from Re.1/- per acre to Rs.3/- per acre, but no increase was proposed for the compensation payable for the 3½ acres of garden land under the Dhanagere canal, but on the basis of enhancement for ordinary land the Jaghirdar now demands Rs.300/- for the 3½ acres of garden land in place of Rs.100/- paid for previously and contemplated to be paid in accordance with the draft agreement prepared by us. In view of the smallness of the amount this may perhaps be accepted. Further, the arguments that are applicable to ordinary land may also be applied to the garden land from which water is proposed to be withheld during hot weather season.

Clause (5). The amount mentioned in this clause has been enhanced in accordance with the provisions made under Clause (3). If Government accept the payment of enhanced compensation for the garden land the figure as mentioned by the Jaghirdar in his modified draft agreement will not need any change. Further, the Jaghirdar has provided for in this Clause increases of the irrigable land under the two canals. The Agreement that was in force till 1935 specifically provided for not enhancing the area to be irrigated under these two canals and no increased compensation was proposed to be paid on account of any enhancement that may be made by the owners, and this will have to continue, as otherwise the amount of compensation will become indeterminate and such a factor cannot find a place in an agreement to be completed by a Government and a private party. While the authority to increase or decrease the land may be vested with the owners, increased compensation on this account cannot be payable by Government, nor increased quantity of water could be agreed to be made available at the Sivasamudram Island on account of the enhancement of the area under irrigation.

Clause (6). We cannot agree to concede the right to terminate this Agreement by the owner with an year's notice served on us, as it would mean curtailment of generation of power at Sivasamudram, as without effectively stopping the flow of water in the Southern branch

branch of the Cauvery and all other places at or above the Falls it will not be possible to economically utilise the hot weather flow of the river for the maximum generation of power which is - essential to conserve the precious waters of Krishnarajasagar.

" COPY "

Secretary to Government,
Electrical Department.

Confidential.

No. T.C.149/41-42
Encl: two.

Office of the Deputy Commissioner,
Mandya District,
Dated, Mandya 15th February 1945.

211

To

K.D.Joshi,Esq.,M.A.,B.E., etc.,
Secretary to Government,
Electrical Department,
Bangalore.

Sir,

Subject:-Hot-weather compensation of the Jahagirdar of Sivasamudrum.

With reference to your letter No.S.976 dated 26th September 1944, forwarding a copy of letter No.3294 dated the 7/8th August 1944, received from the Chief Electrical Engineer, on the above subject, suggesting several alterations to be made in the draft agreement, I have the honour to state that a draft agreement in the light of the suggestions contained in your letter as well as in the letter of the Chief Electrical Engineer, was prepared and forwarded to the Jahagirdar of Sivasamudrum with this Office letter No.T.C. 149/41-42 dated 25-12-1944, for his approval. The Jahagirdar has now returned thedraft agreement approved with slight alterations as stated in his letter dated 13th February 1945 (copy enclosed for kind ~~reference~~ perusal). I request that a final draft agreement may kindly be arranged to be sent early for fecilitating the early completion of the agreement.

I have the honour to be
Sir,
Your most obedient servant,

Deputy Commissioner,
Mandya District.

ELECTRICAL BRANCH
BANGALORE
Reg. No. 2103
Date 19/2/45

Copy of letter dated 13th February 1945 from the Jahagirdar of Sivasamudrum Mysore, to the Deputy Commissioner, Mandya District, Mandya.

212

Subject:-Hot weather compensation to the Jahagirdar of Sivasamudrum.

We are agreeable to the terms of the Draft Agreement sent by you with the following modifications:-

(1) "This agreement shall have retrospective effect as from the year 1935 and shall be in force for NINETY-NINE (99) years thereafter".

Clause 2 (a) (Last sentence)

"Hot weather for the period of this agreement inclusive of this clause shall mean the period from the forenoon of 10th January until the freshets come into the river from the South-West Monsoon".

We consulted Mr.Hayat for the modifications noted above and he was agreeable for it. As soon as the Agreement is ready, we request you to inform us so that we may call over to Mandya to sign the same.

Thanking you for the trouble you have taken for this agreement.

"Copy"

Hirdayan Imran

Deputy Commissioner,
Mandya District.

D. 2176

2.13

AGREEMENT made this.....day of.....between the Government of His Highness the Maharaja of Mysore, represented by the ~~Secretary to Government in the Electrical Department~~, for the time being, hereinafter called the "Government" of the one part, and the Jahagirdar of Sivasamudrum and the Managing Member of the Board of Management of Sivasamudrum Jahagir, Belakavadi, his successors, assigns or heirs, hereinafter called the "Owner" of the other part.

WHEREAS the Government, being in need of all the water available in the Cauvery, above the falls at Sivasamudrum during the hot weather of every year for the generation of power in connection with their Cauvery Power Works, has negotiated with the owner for the purchase of his rights in respect of the said water, NOW THESE PRESENT WITNESS that the parties have agreed in manner following that is to say:-

X. vide Copy of "Canus" letter d. 13-2-45.

~~(1)~~ 1. This agreement shall have retrospective effect as from the year 1935 and shall be ~~perpetual.~~ in force for a period of ninety-nine years therefrom. X.

~~(2)(a)~~ 2(a). The owner agrees that the Government is entitled to withhold hot-weather supplies from all lands irrigable under the canal taken from the Right flank of the Dhanagere Anicut as shown by the annexed sketch No.Siva (To be annexed) and under the Canal on the Sivasamudrum Island, taken from the left flank of the seven Anekats as shown by the annexed sketch No.Siva (To be annexed) across the Southern Branch of the Cauvery river at Sivasamudrum. Further the owner agrees that the Government may put in such temporary obstructions at the Head of the Sivasamudrum Canal i.e., on or about the Power Anikat also called Kollegal Anikat and also at the head of the canal taken from the right flank of the Dhanagere Anikat, at convenient places within the property of the owner to effectively prevent the flow of water in this channel during every hot-weather. Hot-weather for the purpose of this agreement inclusive of this clause shall mean the period from the fore-noon of 10th January until the River is in floods from the South West Monsoon.

2 (b). The Government agree to restore the seven anikats and keep them in good order so as to maintain a certain level of water at the head of the Sivasamudrum Canal and to secure the quantity of water required for the lands during irrigation season or wet-weather. It shall be the responsibility of the Jahagirdar to maintain the channel on the Sivasamudrum Island in an appropriate condition to ensure the supply of water to the lands in question.

~~(3)~~ 3. In consideration of the Government's withholding hot-weather supplies to the lands under the two channels, the Government agree to pay to the owner at Rs.3/- per acre on the 841 acres of ordinary land under the channels and a lumpsum of Rs.300/- for 3½ acres of garden land under the same, in accordance with the decision to treble the rate hitherto paid as hot-weather compensation, soon after the close of each hot-weather season.

~~(4)~~ 4. The owner, as the authority who collects taxes and water-rates from the occupants or tenants of the lands under these canals, shall assume all responsibility for remitting the taxes and water rates to which the lands have been assessed by him and shall pass on to each occupant or tenant appropriate amount out of the compensation paid to him by the Government and shall indemnify the Government against any claims of the said tenants for the withholding of the hot-weather supply.

~~(5)~~ 5. The amount payable as specified under ~~para (3)~~ clause 3 supra shall not be subject to any alteration by reason of increase or decrease of area to be irrigated under these two canals from time to time and shall remain fixed at Rs.2,823/- (Rupees Two thousand Eight hundred and Twenty three only) for the period of this Agreement and the Government will not take up the responsibility of increasing the water supply or compensation due to any increase in the wet area.

the wet area.

~~(6)~~ 6. The Government shall have ~~preserve~~ the right to terminate this Agreement with a year's notice served on the ~~other party at the Office of the Jahagirdar, Letter~~ Owner by means of a regd. letter addressed to his address as given above.

~~(7)~~ 7. In the event of any disputes or differences arising as to the constructions, interpretation or effect of this agreement or of any clauses herein contained or as to the rights or liabilities of either of the parties under this agreement, the matter shall be referred to the decision of a sole arbitrator, if both parties under this agreement, ~~the matter shall be~~ can agree on one, if not, to the decision of three arbitrators, one to be appointed by each of the parties and the third to be appointed by the two arbitrators, and the decision of the sole arbitrator in the first case, and of all the arbitrators or of a majority of them (as the case may be) in the second case, shall be binding upon the parties and be final subject to the provisions of the Mysore Arbitration Act 1 of 1917 with amendments up to the date of the said reference.

~~(8)~~ IN WITNESS WHEREOF the Government ~~through~~ by their representative, the ~~Secretary to the Government, Electrical Department,~~ & the Owner have hereunto set their hands and the common seal of the Owner, namely the Jahagirdar of Sivasamudrum and Managing Member of the Board of Management, Sivasamudrum Jahagir, has been hereunto affixed the year and date afore written.

"Copy"

Sd/- Sapen Inman,
Deputy Commissioner,
Mandya District.

Revised.
Note to typist.
Please further note that each parah & clause of the agreement must be typed leaving the usual paragraph margin (at the left) at the commencement thereof.

C.L. Gowda.
A.C. 7/3/45

D.2103

Confidential

Appendix F. G.—1]

SUBJECT: Hot weather compensation to the gaghirder of Sivasamudram.

Diary No. of letter replied to.....

Section

File No.

Serial No.

No. E.D.S. 3014 dated 24th Nov, 45
Encl: Two.

General and Revenue Secretariat

( )

the 194 .

To.

The Chief Electrical Engineer, Bangalore

Date of issue.....

Sir,

Signed by.....

In continuation of this office Memo No. EDS (A) 977 dated the 26th September 1944 on the above subject, I have the honour to forward herewith a copy of letter No. T.C. 149/41-42 dated the 15th February 1945 and of its enclosures received from the D.C. Mandya Dt and to request that your remarks thereon may kindly be furnished very early.

List of enclosures.....

Copied by.....

Examined by.....

I have the

(W) 21 2/45

Secretary to Govt.
Electrical Dept.

20/2/45

20/2/45

20.2.45

WD 0741—GPB—15,000—30 10-44

AGREEMENT made this.....day of.....between the Government of His Highness the Maharaja of Mysore, represented by the Secretary to Government in the Electrical Department, for the time being hereinafter called the "Government" of the one part, and the Jahagirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jahagir, Belakavadi, his successors, assigns or heirs, thereinafter called the "Owner" of the other part.

WHEREAS the Government, being in need of all the water available in the Cauvery, above the falls at Sivasamudram during the hot weather of every year for the generation of power in connection with their Cauvery Power Works, has negotiated with the owner for the purchase of his rights in respect of the said water, NOW THESE PRESENT WITNESS that the parties have agreed in manner following that is to say:-

(1) This agreement shall have retrospective effect as from the year 1935 and shall be perpetual.

(2)A. The owner agrees that the Government is entitled to with-hold hot-weather supplies from all lands irrigable under the canal taken from the Right flank of the Dhanagere Anicut as shown by the annexed sketch No.Siva (To be annexed) and under the Canal on the Sivasamudram Island, taken from the left flank of the seven anekats as shown by the annexed sketch No. Siva (to be annexed) across the Southern Branch of the Cauvery river at Sivasamudram. ~~Further the owner agrees that the Government may put in [illegible]~~ Further the owner agrees that the Government may put in such temporary obstructions at the Head of the Sivasamudram Canal i.e., on or about the Power Anikat also called Kollegal Anikat and also at the head of the canal taken from the right flank of the Dhanagere Anikat, at convenient places within the property of the owner to effectively prevent the flow of water in this channel during every hot-weather. Hot-weather for the purpose of this agreement inclusive of this clause shall mean the period from the fore-noon of 10th January until the river is in floods from the South West Monsoon.

2) (b) The Government agree to restore the seven anikats and keep them in good order so as to maintain a certain level of water at the head of the Sivasamudram Canal and to secure the quantity of water required for the lands during the irrigation season or wet-weather. It shall be the responsibility of the Jahagirdar to maintain the channel on the Sivasamudram Island in an appropriate condition to ensure the supply of water to the lands in question.

3) In consideration of the Government's withholding hot-weather supplies to the lands under the two channels, the Government agree to pay to the owner at Rs 3/- per acre on the 841 acres of ordinary land under the channels and a lumpsum of Rs 300/- for 3½ acres of garden land under the same, in accordance with the decision to treble the rate hiterto paid as hot-weather compensation, soon after the close of each hot-weather season.

(4) The owner, as the authority who collects taxes and water rates from the occupants or tenants of the lands under these channels, shall assume all responsibility for remitting the taxes and water rates to which the lands have been assessed by him and shall pass on to each occupant or tenant appropriate amount out of the compensation paid to him by the Government and shall indemnify the Government against any claims of the said tenants for the withholding of the hot-weather supply.

(5) The amount payable as specified under para (3) supra shall not be subject to any alteration by reason of increase or decrease of area to be irrigated under these two canals from time to time and shall remain fixed at Rs 2,823/- (Rupees two thousand eight hundred and twenty three only) for the period of this Agreement and the Government willnot take up the responsibility of increasing the water supply or compensation due to any increase in the wet area.

(6) The Government preserve the right to terminate this Agreement with a year's notice served on the other party at the Office of the Jahagirdar.

(7) In the event of any disputes or differences arising as to the constructions, interpretation or effect of this agreement or of any clauses herein contained or as to the rights or liabilities of either of the parties under this agreement, the matter shall be referred to the

the decision of a sole arbitrator, if both parties under this agreement, can agree on one, if not, to the decision of three arbitrators, one to be appointed by each of the parties and the third to be appointed by the two arbitrators, and the decision of the sole arbitrator in the first case, and of all the arbitrators or of a majority of them (as the case may be) in the second case, shall be binding upon the parties and be final subject to the provisions of the Mysore Arbitration Act 1 of 1917 with amendments upto the date of said reference.

(8) IN WITNESS WHEREOF the Government through their representative, the Secretary to the Government, Electrical Department, have hereunto set their hands and the common seal of the Owner, namely the Jahagirdar of Sivasamudram and Managing Member of the Board of Management, Sivasamudram Jahagir, has been hereunto affixed the year and date afore written.

" C O P Y "

Kw 24 2/45

For Secretary to Government,

Electrical Department.

A.N.22nd

C. F. No. 46]

No. 21188

Encls.

GOVERNMENT OF MYSORE

219

OFFICE OF The Chief Electrical Engineer
to the Govt. of Mysore,
~~Camp~~ Bangalore,

Date 2nd March 1945.

3

Immediate &
Confidential.

To

The Secretary to the Govt. of Mysore,
Electrical Department, Bangalore.

Sir,

Subject:- Hot weather compensation to the Jaghirdar of Sivasamudram.

With reference to your letter No.EDS-3014 dated the 24th ultimo, on the above subject, forwarding copies of letters received from the Deputy Commissioner, Mandya District, I have the honour to state that the modifications suggested in Clause (1) and Clause 2 (a) of the draft agreement may be accepted, as the same are reasonable and do not materially affect the utilisation of water by us during summer.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer.

MH-CSC.

Today Immediate

220

Appendix F. G.—1]

SUBJECT: Hot-weather compensation of the Jahagirdar of Sivasamudram

Diary No. of letter replied to

General and Revenue Secretariat

( )

the 194 .

Date of issue

Signed by

List of enclosures

Copied by

Examined by

Section

File No.

Serial No.

No. E.D.S. 3137, dated 16-3-45

To.

The Chief Electrical Engineer, Bangalore

Sir,

With reference to your letter No. 21188 dated the 2nd/3rd March 1945 on the above subject, I am directed to return herewith duly approved by Govt. the draft agreement, after verification by the Advocate General, to be entered into with the Jaghirdar of Sivasamudram and to request that the same may kindly be got completed through the Deputy Commissioner Mandya &c.

2.

Recd. at 5-40.

221

2. Govt are pleased to authorise you to sign the agreement on their behalf. Three copies of the completed agreement may kindly be sent in due course for reference and record in this office.

I have etc

KW/14 3/45

Secretary to Govt.,
Electrical Dept

Copy wc to the Deputy Commissioner, Mandya Dt for information with reference to his letter No. T.6.149/41-42 D. 15/2/45.

2. The agreement, when received from the C.E.E., may kindly be got completed very early by the Jaghirdar of Sivasamudram.

KW/24 3/45.

Secretary to Govt.,
Electrical Dept.

14/3/45

14.3.45

AGREEMENT made this.....day of .....between the Government of His Highness the Maharaja of Mysore, represented by the Chief Electrical Engineer to the Government, for the time being, hereinafter called the "Government" of the one part, and the Jahagirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jahagir, Belakavadi, his successors, assigns or heirs, hereinafter called the "Owner" of the other part.

WHEREAS the Government, being in need of all the water available in the Cauvery, above the falls at Sivasamudram during the hot weather of every year for the generation of power in connection with their Cauvery Power Works, has negotiated with the owner for the purchase of his rights in respect of the said water, NOW THESE PRESENT WITNESS that the parties have agreed in manner following that is to say:-

1. This agreement shall have retrospective effect as from the year 1935 and shall be in force for a period of ninety-nine years therefrom.

2(a) The owner agrees that the Government is entitled to withhold hot-weather supplies from all lands irrigable under the canal taken from the Right flank of the Dhanagere Anicut as shown by the annexed sketch No.Siva (To be annexed) and under the Canal on the Sivasamudram Island, taken from the left flank of the seven Anekats as shown by the annexed sketch No.Siva (To be annexed) across the Southern Branch of the Cauvery river at Sivasamudram. Further the owner agrees that the Government may put in such temporary obstructions at the Head of the Sivasamudram Canal i.e., on or about the Power Anikat also called Kollegal Anikat and also at the head of the Canal taken from the right flank of the Dhanagere Anikat, at convenient places within the property of the owner to effectively prevent the flow of water in this channel during every hot-weather. Hot-weather for the purpose of this agreement inclusive of this clause shall mean the period from the fore-noon of 10th January until the river is in floods from the South West Monsoon.

2(b). The Government agree to restore the seven anikats and keep them in good order so as to maintain a certain level of water at the

the head of the Sivasamudram Canal and to secure the quantity of water required for the lands during irrigation season or wet-weather. It shall be the responsibility of the Jahagirdar to maintain the channel on the Sivasamudram Island in an appropriate condition to ensure the supply of water to the lands in question.

3. In consideration of the Government's withholding hot-weather supplies to the lands under the two channels, the Government agree to pay to the owner at Rs 3/- per acre on the 841 acres of ordinary land under the channels and a lumpsum of Rs 300/- for 3½ acres of garden land under the same, in accordance with the decision to treble the rate hitherto paid as hot-weather compensation, soon after the close of each hot-weather season.

4. The owner, as the authority who collects taxes and water rates from the occupants or tenants of the lands under these canals, shall assume all responsibility for remitting the taxes and water rates to which the lands have been assessed by him and shall pass on to each occupant or tenant appropriate amount out of the compensation paid to him by the Government and shall indemnify the Government against any claims of the said tenants for the withholding of the hot-weather supply.

5. The amount payable as specified under Clause 3 supra shall not be subject to any alteration by reason of increase or decrease of area to be irrigated under these two canals from time to time and shall remain fixed at Rs 2,823/- (Rupees two thousand eight hundred and twenty three only) for the period of this Agreement and the Government will not take up the responsibility of increasing the water supply or compensation due to any increase in the wet area.

6. The Government shall have the right to terminate this Agreement with a year's notice served on the Owner by means of a registered letter addressed to his address as given above.

7. In the event of any disputes or differences arising as to the construction, interpretation or effect of this agreement of of any clauses herein contained or as to the rights or liabilities of either

either of the parties under this Agreement, the matter shall be referred to the decision of a sole arbitrator, if both parties under this agreement, can agree on one, if not, to the decision of three arbitrators, one to be appointed by each of the parties and the third to be appointed by the two arbitrators, and the decision of the sole arbitrator in the first case, and of all the arbitrators or of a majority of them (as the case may be) in the second case, shall be binding upon the parties and be final subject to the provisions of the Mysore Arbitration Act 1 of 1917 with amendments up to the date of the said reference.

IN WITNESS WHEREOF the Government by their representative, the Chief Electrical Engineer to Government and the Owner have hereunto set their hands and the common seal of the Owner, namely the Jahagirdar of Sivasamudram and Managing Member of the Board of Management, Sivasamudram Jahagir, has been hereunto affixed the year and date afore written.

"C O P Y"

Secretary to Government,
Electrical Department.

A.N.16th.

GOVERNMENT OF MYSORE

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Tele gram / phone

OFFICE OF

Deputy Commissioner,

Mandya District,

Mandya.

No. T.C.149/~~44-45~~ 41-42
Encls.

Date 26th June 1945.

To

The Secretary,

Electrical Department,

Government of Mysore, BANGALORE.

Sir,

Re: Hot weather compensation payable to the Jahagirdars of Shivasamudram.

I have the honour to enclose herewith a copy of my D.O. letter dated 26th June 1945 addressed to the Chief Electrical Engineer in Mysore, Bangalore, on the above subject, and to state that the agreement was not attested by the Jahagirdar of Shivasamudram for reasons stated in the letter cited above. After hearing from the Chief Electrical Engineer on the above subject, I shall write to you again.

I have the honour to be,
Sir,
Your most obedient servant,

Deputy Commissioner,
Mandya Distri t.

D. O. letter No. T.C.149/41-42 dated 26th June 1945 from the Deputy Commissioner, Mandya District, to the Chief Electrical Engineer in Mysore, B'lore.

Subject:- Hot weather compensation payable to the Jahagirdars of Shivasamudram.

With reference to the agreement to be signed by the J-ahagirdar of Shivasamudram in the above connection, I write to state that the Jahagirdar and his agents met me for this purpose yesterday, but the agreement was not attested by him because of the word 'floods' used in the last line of para 2(a) of the agreement. It was contended that an oral agreement had been previously reached with you whereby the hot-weather was defined as from the forenoon of the 10th January until freshets were received in the river from the south-west monsoon rains, and it was pointed out that in abnormal years (like the present year) there may be a difference of several days between the freshets and the floods. I have requested the Jahagirdar to see you in this respect as early as possible, and I request that I may be advised as soon as a decision is taken in this respect.

One other point in connection with the agreement which was brought to my notice yesterday (but which was not discussed with the Jahagirdar or his agent) is that in para 1 of the approved draft, after the words 'for a period of ninety-nine years', there is no stipulation made regarding the option of Government to have the agreement renewed on the same terms for a further period. I see from the papers in the file (leading up-to the approved draft) that this condition has been stressed as necessary. If you feel that such a clause would be advantageous, I suggest that the words "Government having the option to renew the lease for a further period on the same terms" be added after the words "ninety-nine years".

--:°0°:--

"C O P Y"

Deputy Commissioner,
Mandya District.

C.F. No. 45]

GOVERNMENT OF MYSORE

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Telegram / phone

No. 4152-3
Encls.

CONFIDENTIAL

OFFICE OF
The Chief Electrical Engineer
to the Govt. of Mysore,
Bangalore,

Date 1st December 1945.

To

The Secretary to the Govt. of Mysore,
Electrical Department,
BANGALORE.

Sir,

Subject:- Hot weather compensation of the Jaghirdar of Sivasamudram.

I have the honour to invite your kind reference to your letter No.EDS-3137 dated the 16th March 1945, enclosing a draft agreement, duly approved by Government, to be entered into with the Jaghirdar of Sivasamudram and to be got completed through the Deputy Commissioner, Mandya District, and to state that after repeated reminders to the Jaghirdar, Janopakarakartha T.A.Jotindranath Mudaliar and his legal adviser, Mr.A. Rajah Bahadur Mudaliar, B.A., B.L., Advocate, discussed the various clauses of the agreement with me this morning.

The Legal Adviser to the Jaghirdar suggests the following modifications to the clauses:-

Existing draft agreement.	Suggested modifications.
Para 2 of Preamble.	
WHEREAS the Government, being in need of all the water available in the Cauvery, above the falls at Sivasamudram during the hot weather of every year for the generation of power in connection with their Cauvery Power Works, has negotiated with the Owner for the purchase of his rights in respect of the said water, NOW THESE PRESENT WITNESS that the parties have agreed in manner following that is to say:-	WHEREAS the Government, being in need of all the water available in the Cauvery, above the falls at Sivasamudram during the hot weather of every year for the generation of power in connection with their Cauvery Power Works, has negotiated with the owner for the payment of compensation in respect of the deprivation of the said water during hot weather, NOW THESE PRESENTS WITNESSETH that the parties have agreed in manner following that is to say:-
Clause 2 (a).	
The Owner agrees that the Government is entitled to withhold hot-weather supplies from all lands irrigable under the canal taken from the Right flank of the Dhanagere Anicut as shown by the annexed sketch No.Siva(To be annexed) and under the canal on the Sivasamudram island, taken from the left flank of the seven Anekats as shown by the annexed sketch No.Siva (To be annexed) across the Southern Branch of the Cauvery River at Sivasamudram. Further the Owner agrees that the Government may put in	The Owner agrees that the Government is entitled to withhold hot-weather supplies from all lands irrigable under the canal taken from the Right flank of the Dhanagere Anicut as shown by the annexed sketch No. Siva (To be annexed) and under the canal on the Sivasamudram island, taken from the left flank of the seven anekats as shown by the annexed sketch No. Siva (To be annexed) across the Southern Branch of the Cauvery river at Sivasamudram. Further the Owner agrees

P.T.O.

Clause 2(a) (contd).

such temporary obstructions at the Head of the Sivasamudram Canal i.e., on or about the Power Anikat also called Kollegal Anikat and also at the head of the Canal taken from the right flank of the Dhanagere Anikat, at convenient places within the property of the Owner to effectively prevent the flow of water in this channel during every hot-weather. Hot-weather for the purpose of this agreement inclusive of the clause shall mean the period from the fore-noon of 10th January until the river is in floods from the South West Monsoon.

that the Government may put in such temporary obstructions at the Head of the Sivasamudram Canal i.e., on or about the Power Anikat also called Kollegal Anikat and also at the head of the Canal from the right flank of the Dhanagere Anikat, at convenient places within the property of the Owner to effectively prevent the flow of water in this channel during every hot-weather. Hot Weather for the purpose of this agreement inclusive of this clause shall mean from the forenoon of 10th of January until the afternoon of 10th of June normally, subject however, in exceptional years when the South West Monsoon fails, the opening of the irrigation sluice being deferred till such time as the Irrigation Department of the Government of Mysore considers it necessary and adopts it in the case of other anicuts on the Cauvery River.

Clause 4.

The Owner, as the authority who collects taxes and water rates from the occupants or tenants of the lands under these canals, shall assume all responsibility for remitting the taxes and water rates to which the lands have been assessed by him and shall pass on to each occupant or tenant appropriate amount out of the compensation paid to him by the Government and shall indemnify the Government against any claims of the said tenants for the withholding of the hot-weather supply of water as ~~above~~ for their holdings, as above.

Revised by me on 11-12-45. C.S.V. I.N.C.

The Owner, as the authority who collects taxes and water-rates from the occupants and tenants, shall be solely responsible to them for any remission which they may be entitled to on account of the deprivation of water to their lands during hot weather and also for any payments which they may be entitled to from out of the compensation amount paid by Government to the Owner which ought to enure to the benefit of the Owner as well as the tenants or occupants. The payment of compensation paid to the Owner by the Government shall absolve the Government completely from all claims which the said tenants or occupants may have against the Owner as there is no privity of contract between the Government and the tenants or occupants.

With regard to the modification suggested in the preamble, the legal adviser to the Jaghirdar objects to the word 'purchase' mentioned therein. As this is a legal point, I request you to kindly obtain the advice of the Law Department in this behalf. As far as I can see, we can agree to the modification suggested.

With regard to Clause 2(a), the modification suggested may be accepted, as I feel that it will not interfere with our rights to defer the opening of the irrigation sluice even after 10th June, if this is done by the Irrigation Department in the case of Madhavamantry Anicuts and the other anicuts in the Cauvery River.

With regard to Clause 4, the Legal Adviser of the Jaghirdar considers that the word 'indemnify' used in the clause is not correct and therefore suggests the

modifications. This may be accepted with the concurrence of the Law Department.

I request you to kindly obtain approval of Government to the modifications suggested at an early date, so that this long pending question may be settled once for all.

I have the honour to be,
Sir,
Your most obedient servant,

1/12

Chief Electrical Engineer.

MH-CSC.

Confidential

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G. R. S. App. F. G. 3

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

+ No. BDS. 1328 dated 31st Dec, 1945.

Subject:- Hot weather compensation of the Jaghirdar of Sivasamudram

To

The Chief Electrical Engineer, Bangalore

Sir,

With reference to your letter No. 4152-3 dated the 1st December 1945 on the above subject, I am directed to forward herewith a copy of the opinion of the Law Secretary to Govt. dt 14/12/45 and to request that action may kindly be taken as suggested therein. The modification of clause 2 (a) as suggested by the Jaghirdar is also accepted. The Jaghirdar may kindly be requested to complete the agreement with the modifications now suggested very

early, as the matter has been pending from a very long time.

I have etc.

KW 30/12

Secretary to Govt
Electrical Dept.

27/12

Opinion of the Law Secretary, dated the 14th December 1945.

Re(1). Para 2 of the Preamble - There is nothing wrong in the expression "for the purchase of his rights in respect of the water". The Government is purchasing the entire rights of the Jaghirdar has in respect of the water for a period of 99 years. But in view of the fact that the Government is entitled to the water during the hot weather only, the amendment proposed by the Jaghirdar may be accepted. It will not make any material difference in the legal rights of the parties.

Re(3). Clause 4. - As pointed out by the Advocate General the indemnity Clause must remain. But there is no harm in keeping the words "Shall be soley responsible to them for any remission which they may be entitled to on account the deprivation of water to their lands during hot weather and also for any payments which they may be entitled to from out of the compensation amount paid by Government to the Owner". The words following this should be omitted and the words "and shall indemnify the Government against any claims of the said tenants for the withholding of the hot weather supply of water for their holdings as above" should be added. Apart from the question of indemnity already mentioned the chief difference between Clause 4 of the Draft Agreement & the proposed amendment is that in the former it is assumed that the tenants are entitled to a remission of taxes while in the latter there is no such assumption. The tenants may or may not be entitled to any remission or compensation. This is a matter between the Jaghirdar and his tenants and we may agree to the proposed amendment to the extent mentioned above. But the Clause relating to indemnity should remin.

" Copy "

31/12

For Secretary to Government,
Electrical Department.

A.N.31st.

Elec 182-45-1.

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C. F. No. 45]

GOVERNMENT OF MYSORE

Telegram / phone

No. 24779
Encls. Agreement + Drafts-two

OFFICE OF
The Chief Electrical Engineer
to the Government of Mysore,
Bangalore,
Date, 12th March 1946.

SECRETARY TO GOVERNMENT
Date 14/3
ELECTRICAL & RYS

To
BANGALORE
Reg No. 1654
Date 15.3.1946

The Secretary to Government,
Electrical Department, Bangalore.

Sir,

Hot Weather Compensation - Agreement with the Jaghirdar of Sivasamudram.

In continuation of this office letter No.22486-7 dated 19th Febry. 1946 on the above subject, I have the honor to enclose herewith a copy of the agreement as executed by the Jaghirdar of Sivasamudram on 23rd February 1946 before the Deputy Commissioner, Mandya District in this behalf. I request approval of Government for my accepting the agreement as now executed, as it is in accordance with the Government Orders issued from time to time. On receipt of the agreement duly approved by Government a copy of the same will be furnished to the Jaghirdar, as requested by him.

I have to state that this agreement takes effect retrospectively from the year 1935 and that ten years compensation will have to be paid in Lumpsum on receipt of a bill from the Jaghirdar in this behalf. I request approval of Government to pay the bill during the current year. As there is no provision for meeting the cost in the Budget, the same will be met by reappropriation of the existing grants, if possible, or by applying for supplemental grants in due course.

Very early orders of Government may kindly be obtained and communicated.

I have the honor to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer.

MH-Alnr.

AGREEMENT made this [illegible] day of February 1936 between the Government of His Highness the Maharaja of Mysore, represented by the Chief Electrical Engineer to Government, for the time being, hereinafter called the "Government" of the one part, and the Jahagirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jahagir, Belakavadi, his successors, assigns or heirs, hereinafter called the "Owner" of the other part.

WHEREAS the Government, being in need of all the water available in the Cauvery, above the Falls at Sivasamudram during the hot weather of every year for the generation of power in connection with their Cauvery Power Works, has negotiated with the owner for the payment of compensation in respect of the deprivation of the said water during hot weather, NOW THESE PRESENTS WITNESSETH that the parties have agreed in manner following that is to say:-

1. This agreement shall have retrospective effect as from the year 1935 and shall be in force for a period of ninety-nine years therefrom.

2 (a). The Owner agrees that the Government is entitled to withhold hot-weather supplies from all lands irrigable under the canal taken from the Right flank of the Dhanagere Anicut as shown by the annexed sketch No. S-1182 Siva (~~to be annexed~~) and under the canal on the Sivasamudram island, taken from the left flank of the seven Anèkats as shown by the annexed sketch No. S-1182 Siva (~~to be annexed~~) across the Southern Branch of the Cauvery river at Sivasamudram. Further the Owner agrees that the Government may put in such temporary obstructions at the Head of the Sivasamudram Canal, i.e., on or about the Power Anikat also called Kollegal Anikat and also at the head of the Canal from the right flank of the Dhanagere Anikat, at convenient places within the property of the owner to effectively prevent the flow of water in this channel during every hot-weather. Hot Weather for the purpose

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purpose of this agreement inclusive of this clause shall mean from the forenoon of 10th of January until the afternoon of 10th of June normally, ~~subject however~~ [provided that] in exceptional years when the South West Monsoon fails, the opening of the Irrigation sluice ~~being~~ may be deferred by Government till such time as the Irrigation Department of Government of Mysore considers it necessary and adopts ~~it~~ the in the case of other anicuts on the Cauvery River.

2 (b). The Government agree to restore the seven anikats and keep them in good order so as to maintain a certain level of water at the head of the Sivasamudram Canal and to secure the quantity of water required for the lands during Irrigation season or wet-weather. It shall be the responsibility of the Jahagirdar to maintain the channel on the Sivasamudram island in an appropriate condition to ensure the supply of water to the lands in question.

3. In consideration of the Government's withholding hot-weather supplies to the lands under the two channels, the Government agree to pay to the owner [soon after the close of each hot-weather season] at Rs.30/- per acre [per year] on the 841 acres of ordinary land under the channels and a lumpsum of Rs.300/- [per year] for 3½ acres of garden land under the same, in accordance with the decision to treble the rate hitherto paid as hot-weather compensation, soon after the close of each hot-weather season.

4. The Owner, as the authority who collects taxes and water-rates from the occupants and tenants, shall be solely responsible to them for any remission which they may be entitled to on account of the deprivation of water to their lands during hot-weather and also for any payments which they may be entitled to from out of the compensation amount paid by Government to the Owner and shall indemnify the Government against any claims of the said tenants for the withholding of the hot-weather supply of water for their holdings as above.

5. The amount payable as specified under Clause 3 supra shall not be subject to any alteration by reason of increase or decrease of area to be irrigated under these two canals from time to time and

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and shall remain fixed at Rs.2,823/- per year (Rupees two thousand eight hundred and twenty three only) for the period of this Agreement and the Government will not take up the responsibility of increasing the water supply or compensation due to any increase in the wet area.

6. The Government shall have the right to terminate this Agreement with a year's notice served on the Owner by means of a registered letter addressed to his address as given above.

7. In the event of any disputes or differences arising as to the construction, interpretation or effect of this agreement or of any clauses herein contained or as to the rights or liabilities of either of the parties under this Agreement, the matter shall be referred to the decision of a sole arbitrator, if both parties under this agreement, can agree on one, if not, to the decision of three arbitrators, one to be appointed by each of the parties and the third to be appointed by the two arbitrators, and the decision of the sole arbitrator in the first case, and of all the arbitrators or of a majority of them (as the case may be) in the second case, shall be binding upon the parties and be final subject to the provisions of the Mysore Arbitration Act 1 of 1917 with amendments up to the date of the said reference.

IN WITNESS WHEREOF the Government by their representative, the Chief Electrical Engineer to Government and the Owner have hereunto set their hands and the common seal of the Owner, namely the Jahagirdar of Sivasamudram and Managing Member of the Board of Management, Sivasamudram Jahagir, has been hereunto affixed the year and date afore written.

Witnesses:- Seal of Government.

1.

2.

Chief Electrical Engineer
to the Government of Mysore.

Witnesses:

1.

2. T. N. Nanjundaswami Mudaliar

Jahagirdar of Sivasamudram.

Executed before me
23/46

G. R. S. App. F VI—G 2]

SUBJECT Hot weather Compensation - Agreement with the Jaghirdar of Sivasamudram

6 copy

Diary No. of letter replied to 1654

Section Elect

File No. 182-45

Serial No. 2.

General and Revenue Secretariat

( )

the 193 .

Proceedings of the Government of His Highness the Maharaja of Mysore.

Date of issue 25th May 1946

Signed by Mr. K. D. Joshi
P. Krishnaraju

Read— Correspondence among cited letter No. 24779 dated the 12/13th March 1946 from the C.R.S. forwarding for approval an agreement signed by the Jaghirdar of Sivasamudram and requesting sanction to pay the hot weather compensation to the Jaghirdar of Sivasamudram from the year 1935, meeting the charges by reappropriation of the existing grants, if possible or by applying for supplemental grants in due course.

Order thereon—No.

May this be—

(i) printed ?

(ii) treated as a standing order ?

(iii) published in the Gazette, English Part ?

(vi) translated ?

(v) placed at the disposal of the press ?

(vi) published in the Gazette, Kannada Part ?

Order No. EDS. 2827-29/Elect 182-45-2

Dt 25th May 1946.

~~[illegible]~~

The agreement is approved.

It may be signed, completed and registered and the fuel rebated to Govt

2. The payment of the arrears of hot weather compensation from the year 1935 is sanctioned the amount being met by reappropriation.

22/5/46.

Secretary to Govt, Electrical Dept.

To

The C.S.S. (with a copy of the agreement)

The Comptroller to Govt. (two copies of the agreement) (with the Trial Statt)

The Auditor, Elect. Dept. (with a copy of the agreement)

List of Enclosure

Copied by

Examined by

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS
THE MAHARAJA OF MYSORE

R e a d:-

Correspondence ending with letter No.24779 dated the 12th/13th March 1946 from the Chief Electrical Engineer forwarding for approval an agreement signed by the Jaghirdar of Sivasamudram and requesting sanction to pay the hot weather compensation to the Jaghirdar of Sivasamudram from the year 1935, meeting the charges by reappropriation of the existing grants, if possible or by applying for supplemental grants in due course.

Order No.EDS. 2827-29/Elect 182-45-2

Dated Bangalore, 25th May 1946

The agreement is approved. It may be signed, completed and registered and the fact reported to Government.

2. The payment of the arrears of hot weather compensation from the year 1935 is sanctioned the amount being met by reappropriation

For Secretary to Government,
Electrical Department.

To

The Chief Electrical Engineer (with a copy of the agreement)

The Comptroller to Government (through the Financial Secretariat) (with a copy of the agreement)

The Auditor, Electrical Department (with a copy of the agreement)

A.N.24th/6

AGREEMENT made this twenty third day of February 1946 between the Government of His Highness the Maharaja of Mysore, represented by the Chief Electrical Engineer to Government, for the time being, hereinafter called the "Government" of the one part, and the Jahagirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jahagir, Belakavadi, his successors, assigns or heirs, hereinafter called the "Owner" of the other part.

WHEREAS the Government, being in need of all the water available in the Cauvery, above the Falls at Sivasamudram during the hot weather of every year for the generation of power in connection with their Cauvery Power Works, has negotiated with the owner for the payment of compensation in respect of the deprivation of the said water during hot weather, NOW THESE PRESENTS WITNESSETH that the parties have agreed in manner following-that is to say:-

1. This agreement shall have retrospective effect as from the year 1945-46 and shall be in force for a period of ninety-nine years thereafter.

2.(a) The Owner agrees that the Government is entitled to withhold hot-weather supplies from all lands irrigable under the canal taken from the right flank of the Dhanagere Anicut as shown by the annexed sketch No.S-1183 Siva and under the canal on the Sivasamudram island, taken from the left flank of the seven Anekats as shown by the annexed sketch No.S-1182 Siva across the Southern Branch of the Cauvery river at Sivasamudram. Further the Owner agrees that the Government may put in such temporary obstructions at the head of the Sivasamudram Canal, i.e. on or about the Power Anikat also called Collegal Anikat and also at the head of the Canal from the right flank of the Dhanagere Anicut, at convenient places within the property of the owner to effectively prevent the flow of water in this channel during every hot-weather. Hot Weather for the purpose of this agreement inclusive of this clause shall mean from the forenoon of 10th January untill the afternoon of 10th of June normally in exceptional years when the South West Monsoon fails, the opening of the Irrigation sluice being deferred till such time as the Irrigation Department of Government of Mysore

Mysore considers it necessary and adopts it in the case of other anicuts on the Cauvery River.

2(b) The Government agree to restore the seven anikats and keep them in good order so as to maintain a certain level of water at the head of the Sivasamudram Canal and to secure the quantity of water required for the lands during Irrigation season or wet weather. It shall be responsibility of the Jahagirdar to maintain the channel on the Sivasamudram ~~xxxx~~ island in an appropriate condition to ensure the supply of water to the lands in question.

3. In consideration of the Government's withholding hot-weather supplies to the lands under the two channels, the Government agree to pay to the owner at Rs 3/- per acre on the 841 acres of ordinary land under the channels and a lumpsum of Rs 500/- for 3½ acres of garden land under the same, in accordance with the decision to treble the rate hitherto paid as hot-weather compensation, soon after the close of each hot-weather season.

4. The Owner, as the authority who collects taxes and water-rates from the occupants and tenants, shall be solely responsible to them for any remission which they may be entitled to on account of the deprivation of water to their lands during hot-weather and also for any payments which they may be entitled to from out of the compensation amount paid by Government to the owner and shall indemnify the Government against any claims of the said tenants for the withholding of the hot-weather supply of water for their holdings as above.

5. The amount payable as specified under Clause 3 supra shall ~~also~~ not be subject to any alteration by reason of increase or decrease of area to be irrigated under these two canals from time to time and shall remain fixed at Rs 2,623/- (Rupees two thousand eight hundred and twenty three only) for the period of this Agreement and the Government will not take up the responsibility of increasing the water supply or compensation due to any increase in the wet area.

6. The Government shall have the right to terminate this agreement with a year's notice served on the owner by means of a registered letter addressed to his address as given above.

7. In the event of any disputes or differences arising as to the construction, interpretation or effect of this agreement or of any clauses herein contained or as to the rights or liabilities of either of the parties under this Agreement, the matter shall be referred to the decision of a sole arbitrator, if both parties under this agreement, can agree on one, if not, to the decision of three arbitrators, one to be appointed by each of the parties and the third to be appointed by the two arbitrators, and the decision of the sole arbitrator in the first case, and of all the arbitrators or of a majority of them (as the case may be) in the second case, shall be binding upon the parties and be final subject to the provisions of the Mysore Arbitration Act 1 of 1917 with amendments up to the date of the said reference.

IN WITNESS WHEREOF the Government by their representative, the Chief Electrical Engineer to Government and the Owner have hereunto set their hands and the common seal of the Owner, namely the Jahagirdar of Sivasamudram and Managing Member of the Board of Management, Sivasamudram Jahagir, has been hereunto affixed the year and date afore written.

Seal of Government,

Witnesses:-

1.

2.

Chief Electrical Engineer,
to the Government of Mysore.

Sd. T. A. Jothinthranath Mudaliar,
Jahagirdar of Sivasamudram

Witnesses:-

1.

2

Executed before me

Sd. K. Thippa Rudriah,
Deputy Commissioner,
Mandya District.

'Copy'

Elec 182-45-3.

245

TELEPHONE No. 2110.

IN REPLY REFER No. 34643 ENCLO.

TELEGRAPHIC ADDRESS:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Bangalore, 11th June 1946.
(MYSORE, S. INDIA.)

The Secretary to Government,
Electrical Department, Bangalore.

ELECTRICAL SECRETARIAT BANGALORE. No. 2377 14.6.1946

S i r,

Hot weather compensation of Jaghirdar of Sivasamudram.

I have the honor to invite kind reference to EDS. letter No. 1328 dated 31st December 1945 on the above subject approving the draft Agreement to be entered into by the Jaghirdar and in accordance with Clause 2(a) of the Agreement "withholding of the water from all lands irrigable under the canal taken from the Right flank of the Dhanagere Anicut and under the canal on the Sivasamudram island, taken from the Left flank for the period of hot weather", which is defined as from the forenoon of the 10th January until the afternoon of 10th June normally subject to when South-West monsoon fails the opening up of the Irrigation Sluice being deferred till such time as the Irrigation Deptt. of Government of Mysore considers it necessary and adopts it in the case of other anicuts on the Cauvery River. The Chief Engineer for Irrigation in his letter dated 8th June 1946 has requested approval of Government to withhold opening of the Irrigation Sluices along the Cauvery and Kabbini till the discharge from Cauvery comes up to 2,000 cusecs on account of the very low level of Krishnarajasagara; and therefore the Jaghirdar of Sivasamudram has been given notice by the General Superintendent of Generation, Sivasamudram, that the withholding of the water from the ~~lines~~ lands referred to above will be in effect till the discharge from Cauvery comes up to 2,000 cusecs, and therefore the sluice in Kollegal anicut has not been opened on the 10th June, and it will be opened as soon as the Irrigation sluices on the Cauvery

P.T.O.

and Kabbini are opened ~~up~~ by the Irrigation Department.

I have the honor to be,

Sir,

Your most obedient servant,

Chief Electrical Engineer. 11/6

MH-Alnr.

Eled 182-45-4.

TELEPHONE No. 2110.

IN REPLY REFER No. 35030 ENCLO.

TELEGRAPHIC ADDRESS:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

246

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Bangalore, 17th June 1946.
(MYSORE, S. INDIA.)

SECRETARY TO GOVERNMENT ELECTL & RYS.

ELECTRICAL DEPARTMENT BANGALORE Rec. No. 2396 Date 18-6-46

The Secretary to Government,
Electrical Department,
BANGALORE.

Sir,

Hot Weather Compensation to the Jaghirdar of Sivasamudram.

In continuation of this office letter No.34643-4 dated the 11/12th June 1946, reporting to Government the postponement of the opening of the irrigation sluice in the Kollegal Anicut and also withholding of water from the lands fed from a channel on the right flank of Dhanagere Anicut, I have the honour to state that the Chief Engineer for Irrigation intimated me over the telephone that the discharge from the two rivers had increased sufficiently to allow water for irrigation and that he was directing the officers concerned to open the irrigation sluices along the Cauvery and Kabbini on the forenoon of Sunday the 16th instant. Accordingly the sluice in the Kollegal Anicut was opened on the forenoon of the 16th instant and also the Jaghirdar of Sivasamudram has been informed that water could be utilised for irrigation along the canal taken from the right flank of Dhanagere Anicut.

This is reported for the information of Government.

I have the honour to be,
Sir,
Your most obedient servant,

M. Nagarajaiah 17/6
Chief Electrical Engineer.

MH-DMJ.

No. E.D.S. 2044 Elcl-182-45
Encls.

ELECTRICAL SECRETARIAT, 247

Bangalore, 21st February 1947

From

The Secretary to Government,
Electrical Department,
Bangalore.

To *The Chief Electrical Engineer*
to the Government of Mysore,
Bangalore.

Subject:- Hot weather compensation - Agreement with the Jaghirdar of Sivasamudram.

S i r,

I am directed to invite reference to Government order No.EDS.2827-29/Elecl.182-45-2 dated 25th May 1946 on the above subject and to request you to kindly forward 3 printed copies of the completed agreement for reference in this office.

I have the honour to be,
S i r,
Your most obedient servant,

21/2/47

For Secretary to Government,
Electrical Department.

A.N.21st

O/C

No. E.D.S.
Encls.

ELECTRICAL SECRETARIAT.

Dated Bangalore, ...194 .

FROM

The Secretary to the Government of Mysore,
Electrical Department,
Bangalore.

To

The General Superintendent,
Jog Project,
Bangalore.

248

Appendix F. G.—1]

SUBJECT: Hot-weather Compensation - Agreement with the Jaghirdar of Sivasamudram.

Section Elect

File No. 182—45.

Serial No.

Diary No. of letter replied to

No. 2044

General and Revenue Secretrriat

( )

the 194 .

To

The Chief Elect Engr. to Govt. Bangalore

Sir,

Date of issue

I am directed to invite refce to Go. no. EDS. 2827-29. Elect 182-45 - 2 dt 25-5-1946 on the above subject & to request you to kindly forward 3 Printed copies of the completed Agreement for refce in this office.

Signed by

List of enclosures

Copied by

Examined by

I have etc.

KMC 20/2/47

for Secy. to Govt.

in Elect Deptt

WD 0744—GPB—15,000—80-10-44

Elecl 182-45-5

249

Telegrams:—"GOMED"

MR. M. HAYATH, B.E. (MECH.), B.S.E.E.
Chief Electrical Engineer.

Telephone No. { Office : 2416
Residence : 2014

OFFICE OF THE CHIEF ELECTRICAL ENGINEER
TO THE GOVT. OF MYSORE.

D. O. No. 1048-9

BANGALORE, (S. INDIA) 27th Feb. 1947

1 copy of Agreement.
1 copy of letter

1634
3.3.47

1-3-47

Dear Mr.Krishnaswamy Chetty,

In enclosing herewith a copy of the agreement entered into between the Government of Mysore and the Jaghirdar of Sivasamudram on 23/24-6-1946 in connection with the Hot Weather Compensation payable to the Jaghirdar, I shall feel highly obliged if you will kindly arrange to get a dozen copies of the same printed and supplied to me as early as practicable to enable me to transmit the required number of copies to the Secretary to Government, Electrical Department, as desired in his letter No.EDS.3044/Elecl.182-45 dated the 21st instant, a copy of which is herein enclosed for your information.

Thanking you for an early compliance,

Yours sincerely,

Sd/- M. Hayath

B.Krishnaswamy Chetty,Esq.,B.E.,A.R.P.S.,
Superintendent,
Government Press,
BANGALORE.

Copy forwarded with compliments to the Secretary to Government, Electrical Department, Bangalore, for information.

Chief Electrical Engineer.

There is no duplicator in C.E.'s office. The proof of this agreement was received only yesterday. Printed copies will be ready in a couple of days.

The printed copies are yet awaited from the press.

Elect 182-45-6

250

TELEPHONE No. 2110

No. 28202

ENCLO. 3 copies of Agreement.

TELEGRAPHIC ADDRESS:
'GOMED'

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,
Bangalore, 27 March 1947
(MYSORE, S. INDIA)

1840
28.3.47

The Secretary to Government,
Electrical Department,
BANGALORE.

Sir,

Hot Weather Compensation - Agreement with the Jaghirdar of Sivasamudram.

In continuation of my D.O.No.1048-9 dated the 1st March 1947 on the above subject, I have the honour to forward herewith three copies of the printed agreement entered into between the Government of Mysore and the Jaghirdar of Sivasamudram in connection with the Hot Weather Compensation payable to the Jaghirdar, as desired in your letter No.EDS.3044 dated the 21st February 1947.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer.

This may be verified.
RR. 27/3/47
Note 27/3/47

COPY OF AGREEMENT ENTERED INTO BETWEEN THE CHIEF ELECTRICAL ENGINEER TO THE GOVERNMENT OF MYSORE, BANGALORE, AND THE JAHAGIRDAR OF SIVASAMUDRAM, REGARDING HOT WEATHER COMPENSATION, ON 23RD FEBRUARY 1946 AND REGISTERED ON 24TH JUNE 1946.

AGREEMENT made this twenty-third day of February 1946 between the Government of His Highness the Maharaja of Mysore, represented by the Chief Electrical Engineer to Government, for the time being, hereinafter called the "GOVERNMENT" of the one part, and the Jahagirdar of Sivasamudram and the Managing Member of the Board of Management of Sivasamudram Jahagir, Belakavadi, his successors, assigns or heirs, hereinafter called the "OWNER" of the other part.

WHEREAS the Government, being in need of all the water available in the Cauvery, above the Falls at Sivasamudram during the Hot Weather of every year for the generator of power in connection with their Cauvery Power Works, has negotiated with the owner for the payment of compensation in respect of the deprivation of the said water during hot weather, NOW THESE PRESENTS WITNESSETH that the parties have agreed in manner following that is to say:—

1. This Agreement shall have retrospective effect as from the year 1935 and shall be in force for a period of ninety-nine years therefrom.

2. (*a*) The owner agrees that the Government is entitled to withhold hot-weather supplies from all lands irrigable under the canal taken from the right flank of the Dhanagere Anicut as shown by the annexed sketch Survey No. 1183 Sivasamudram and under the canal on the Sivasamudram island, taken from the left flank of the seven Anicuts as shown by the annexed sketch Survey No. 1182 Sivasamudram across the Southern Branch of the Cauvery river at Sivasamudram. Further the Owner agrees that the Government may put in such temporary obstructions at the Head of the Sivasamudram Canal, *i.e.*, on or about the Power Anicut also called Kollegal Anicut and also at the head of the Canal from the right flank of the Dhanagere Anicut, at convenient places within the property of the owner to effectively prevent the flow of water in this channel during every hot-weather. Hot weather for the purpose of this Agreement inclusive of this clause shall mean from the forenoon of 10th January until the afternoon of 10th of June normally, subject however in exceptional years when South-west Monsoon fails the opening of the Irrigation sluice being deferred till such time as the Irrigation Department of Government of Mysore considers it necessary and adopts it in the case of other anicuts on the Cauvery River.

2. (*b*) The Government agree to restore the seven anicuts and keep them in good order so as to maintain a certain level of water at the head of the Sivasamudram Canal and to secure the quantity of water required for the lands during irrigation season or wet weather. It shall be the responsibility of the Jahagirdar to maintain the channel on the Sivasamudram island in an appropriate condition to ensure the supply of water to the lands in question.

3. In consideration of the Government's withholding hot weather supplies to the lands under the two channels, the Government agree to pay to the owner at Rs. 3 per acre on the 841 acres of ordinary land under the channels and a lump-sum of Rs. 300 for 3½ (three and half) acres garden land under the same, in accordance with the decision to treble the rate hitherto paid as hot-weather compensation, soon after the close of each hot-weather season.

4. The Owner, as the authority who collects taxes and water-rates from the occupants and tenants, shall be solely responsible to them for any remission which they may be entitled to on account of the deprivation of water to their lands during hot-weather and also for any payments which they may be entitled to from out of the compensation amount paid by Government to the Owner and shall indemnify the Government against any claims of the said tenants for the withholding of the hot-weather supply of water for their holdings as above.

25. 2

5. The amount payable as specified under Clause 3 *supra* shall not be subject to any alteration by reason of increase or decrease of area to be irrigated under those two canals from time to time and shall remain fixed at Rs. 2,823 (rupees two thousand, eight hundred and twenty-three only) for the period of this Agreement and the Government will not take up the responsibility of increasing the water supply or compensation due to any increase in the wet area.

6. The Government shall have the right to terminate this Agreement with a year's notice served on the Owner by means of a registered letter addressed to his address as given above.

7. In the event of any disputes or differences arising as to the construction, interpretation or effect of this agreement or of any clauses herein contained or as to the rights or liabilities of either of the parties under this Agreement, the matter shall be referred to the decision of a sole arbitrator, if both parties under this Agreement, can agree on one, if not, to the decision of three arbitrators, one to be appointed by each of the parties and the third to be appointed by the two arbitrators, and the decision of the sole-arbitrator in the first case, and of all the arbitrators or of a majority of them (as the case may be) in the second case, shall be binding upon the parties and be final subject to the provisions of the Myscre Arbitration Act I of 1917 with amendments up to the date of the said reference.

IN WITNESS WHEREOF the Government by their representative, the Chief Electrical Engineer to Government and the Owner have hereunto set their hands and the common seal of the Owner, namely the Jahagirdar of Sivasamudram and Managing Member of the Board of Management, Sivasamudram Jahagir, has been hereunto affixed the year and date afore written.

Witnesses— Seal of Government.

1. B. Meenakshisundaram,
   Head Record Keeper,
   Chief Electrical Engineer's Office.
2. C. Narayana Rao Naidu,
   Senior Clerk,
   Chief Electrical Engineer's Office.

M. HAYATH,
Chief Electrical Engineer to the Government of Mysore.

Witnesses—
1. A. J. Ram.
2. T. A. Narendranath Mudaliar.

T. A. JOTINDRANATH MULALIAR,
Jahagirdar of Sivasamudram.

Executed before me.

K. THIPPERUDRIAH,
Deputy Commissioner, Mandya District.

Presented in the Office of the District Registrar of Mandya on 24th June 1946 at 3-25 P.M. by T. A. Jotindranath.

Execution admitted by T. A. Jotindranath.

I have satisfied myself as to the execution of the instrument by the Chief Electrical Engineer to the Government of Mysore who is exempted from personal appearance under Section 88 of the Registration Act.

Executant identified by A. J. Ram, Medical Practitioner, Mysore.

M. VEERARAJ URS,
For *District Registrar, Mandya District,*
24-6-46.

Registered as No. 2/45-46, Book IV, Volume I, Pages 3—6.
Fee paid rupees sixteen and annas four only.

M. VEERARAJ URS,
For *District Registrar, Mandya District,*
24-6-46.

WD 3395—GPB—12—25-3-47.

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2.54

5. The amount payable as specified under Clause 3 *supra* shall not be subject to any alteration by reason of increase or decrease of area to be irrigated under those two canals from time to time and shall remain fixed at Rs. 2,823 (rupees two thousand, eight hundred and twenty-three only) for the period of this Agreement and the Government will not take up the responsibility of increasing the water supply or compensation due to any increase in the wet area.

6. The Government shall have the right to terminate this Agreement with a year's notice served on the Owner by means of a registered letter addressed to his address as given above.

7. In the event of any disputes or differences arising as to the construction, interpretation or effect of this agreement or of any clauses herein contained or as to the rights or liabilities of either of the parties under this Agreement, the matter shall be referred to the decision of a sole arbitrator, if both parties under this Agreement, can agree on one, if not, to the decision of three arbitrators, one to be appointed by each of the parties and the third to be appointed by the two arbitrators, and the decision of the sole-arbitrator in the first case, and of all the arbitrators or of a majority of them (as the case may be) in the second case, shall be binding upon the parties and be final subject to the provisions of the Mysore Arbitration Act I of 1917 with amendments up to the date of the said reference.

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   Head Record Keeper,
   Chief Electrical Engineer's Office.
2. C. Narayana Rao Naidu,
   Senior Clerk,
   Chief Electrical Engineer's Office.

M. HAYATH,
Chief Electrical Engineer to the Government of Mysore.

Witnesses—

1. A. J. Ram.
2. T. A. Narendranath Mudaliar.

T. A. JOTINDRANATH MUDALIAR,
Jahagirdar of Sivasamudram.

Executed before me.

K. THIPPERUDRIAH,
Deputy Commissioner, Mandya District.

Presented in the Office of the District Registrar of Mandya on 24th June 1946 at 3-25 P.M. by T. A. Jotindranath.

Execution admitted by T. A. Jotindranath.

I have satisfied myself as to the execution of the instrument by the Chief Electrical Engineer to the Government of Mysore who is exempted from personal appearance under Section 88 of the Registration Act.

Executant identified by A. J. Ram, Medical Practitioner, Mysore.

M. VEERARAJ URS,
For *District Registrar, Mandya District,*
24-6-46.

Registered as No. 2/45-46, Book IV, Volume I, Pages 3—6.
Fee paid rupees sixteen and annas four only.

M. VEERARAJ URS,
For *District Registrar, Mandya District,*
24-6-46.

WD 3395—GPB—12—25-3-47.

CRYSTALINFOSYSTEMS AND SERVICES

Bar Code
80722152

App. F. IX-4

194
(1945-46)
Elect

File No. 192-45
Serial Nos. 1, 2, 3, 4, 5, 6a, 9, 10, 11, 12, 13

Previous References.
Elect 192-45 (7.8)
EDS. 529-81 dated 7-9-45
Elec 202/P.S-1939

Later References.
Elect 142-47 (1,7.)
" 98-54 (3,9.)

GENERAL AND REVENUE SECRETARIAT

Serial Nos. ~~Thirteen (13)~~ Eleven Only

Part B for August 47

SUBJECT

Frequency conversion scheme – ~~note~~ from 25 to 50 cycles

Letter No. EDS 1812/Elect 192-45-13 Dated 6/1/47

To
The Chief Electrical Engineer
Bangalore

Forwards a copy of the modified draft of the press-note and requests that further action may be taken early in the matter.

10/8/47.

Conversion of Frequency from 25 to 50 Cycles.

General and Revenue Secretariat | File No. 192-45-D of 1945-46 | [App. F. III-2

1657

Serial No.

D.O. letter No. 859 dated the 9th March 1946 of the Chief Electrical Engineer addressed to the Minister for Public Works on the above subject offering certain suggestions in the matter and adding that the subject may be discussed at a meeting in the Minister's Chambers, with the Secretary to Govt. Electrical Dept, Financial Secretary to Govt and the Chief Electrical Engineer in order to chart out the line of action to be taken when the above conversion is effected.

—

Orders of the Minister for Public Works on the above:-

"Secretary, P.W.W.C.

Wednesday the 20th instant is convenient to me".

Subsequent orders of the Minister P.W.

"The meeting may be held at 3-30 PM on Monday the 25th instant in his Chambers".

—

Submitted with a draft D.O. letter to the C.E.E. for approval.

I for
20-3-46

20/3/46

Secy) 20/3

Issue

Issued vide D.O. No. 52-53 dated KD 21/3/46

NOTE—Contn. Sheet.

Serial No.

D.O. letter was issued to the C.E.E. on 21-3-46 re the meeting in the Minister's Chambers on Monday the 25th March 1946 at 3-30 P.M. and the Financial Secretary has also been requested to be present. The file on the subject is therefore resubmitted.

Hon. 22-3-46. 22/3/46

The meeting has been postponed to the 8th April at 3-30 P.M. in the P.W. Min's Chambers.

Min P.W. KW 25-3-46

8) 25/3/46

9) KW 25/3/46 22/3

7068.

(3)

Telegrams:—"GOMED"

MR. M. HAYATH, B.E. (MECH.), B.S.E.E.
Chief Electrical Engineer.

ELECTRICAL DEPARTMENT GOVT OF MYSORE

Telephone No. { Office : 2416 / Residence : 2014

OFFICE OF THE CHIEF ELECTRICAL ENGINEER
TO THE GOVT. OF MYSORE.

BANGALORE, (S. INDIA)

D. O. No. 1056-7

17th April 1946.

Dear Sir,

1933
18-4-1946

FREQUENCY CONVERSION.

As desired during the conference with the Financial Secretary, I enclose herewith a copy of my Memorandum on the above subject for favour of information and for discussion at the meeting on the 22nd instant.

Yours sincerely,

Sd/- M. Hayath.

L. Siddappa, Esq., B.A., LL.B.,
Minister for Public Works,
Govt. of Mysore, Bangalore.

MH-CSC.

Copy forwarded with compliments to K.D.Joshi, Esq., M.A., B.E., etc., Secretary to the Govt. of Mysore, Electrical Department, Bangalore, with a copy of the Memorandum, for favour of information.

M. Hayath
Chief Electrical Engineer. 17/4

Encl. One. Copy of the Memorandum

Send a copy to the Fin Secy
A spare copy from the C.E.E.
if it is available here.
KW/17/4/46

Serial No.

Submitted.

A spare copy of the rule has been obtained from the office of the Chief Electrical Engineer. A draft D.O. to the Financial Secy to Govt, with fair, is herewith for approval.

KW 18/4/46.

JFO 18.4.46

Issued in WDEB 2377 dated 18-4.

NOTE—Contn. Sheet.

GOVERNMENT OF MYSORE. ELECTRICAL DEPARTMENT.

MEMORANDUM

ON

CONVERSION OF FREQUENCY IN MYSORE STATE.

***

The State at present is being supplied with power for various purposes from the two Generating Stations, Sivasamudram and Shimsha, which have adopted a frequency of 25 cycles right from hen power generation was adopted in Mysore State. With the power generation at Jog at 50 cycles, the problem of linking 25 and 50 cycles and utilisation of 50 cycles power as far as possible requires immediate consideration. Further as Jog power is expected to be received at Bhadravati during the early part of next year, i.e., 1947, necessary arrangements have to be made for its utilisation through frequency changer sets and directly as early as possible. At the time power generation at Jog was thought of considerable discussions took place and a final note was prepared by the Secretary to Government, Electrical Department, as to whether generation of power at Jog should be at 25 or 50 cycles and all factors affecting the decision have been considered in detail. Government Order No.EDS.252-515 dated 3rd August 1959 is based on the note referred to above. The note has taken into consideration the need for adopting generation of 50 cycles power at Jog as well as the cost involved if the same is adopted. Keeping all these factors before them Government have ordered that not only power generation at Jog should be at 50 cycles but all the State, except the Kolar Gold Fields, should be converted to 50 cycles gradually. Even though no time limit has been fixed, this conversion of frequency has to be proceeded with rapidly as is borne out by the facts enumerated in the following paragraphs.

Two important factors compelled a decision in favour of Jog Station being constructed during war time at considerably higher cost -

(1) It was realised that if a country is to develop industrially and bring consequential prosperity to the people of the State, the first and the foremost item that would be needed is electrical power. The State was fortunate in having started generation and distribution of power fairly early and the experience gained indicated that power was the thing that was going to decide the prosperity of the country during the post-war period.

(2) The Power Stations at Sivasamudram and Shimsha use during summer months the water that is stored in Krishnarajasagara. The Krishnarajasagara is a reservoir serving the combined needs of power and irrigation. If Mysore has to be self-sufficient with regard to its food requirement, increased acreage has to be brought under the plough, and the maximum quantity of water, which is stored at considerable cost at K.R.S., should be utilised for irrigation. The quantity of water let down for power generation at Sivasamudram and Shimsha should be limited to the contractual obligation between the Governments of Madras and Mysore, viz., 900 cusecs. Therefore the Cauvery Valley where two power stations are situated would not be able to meet the increased demand in future.

The two Stations as at present by sharing water of 900 cusecs made available in the most efficient manner, can carry a load of 40,000 kW at 75% load factor. The two stations, viz., Sivasamudram and Shimsha, were carrying a peak load of 53,000 kW before the breakdown in 1944. Since then load additions have been made and if unrestricted power supply is permitted, the peak load on the station will come up to not less than 55,000 kW, that means, 15,000 kW of power has to be made available from Jog Power Station to the existing installations apart from meeting additional demand that will be brought in by industries that have been contemplated and those that are ready for consuming power as soon as made available.

Thus it is clear that as early as possible when power generation commences at Jog, power generation at Sivasamudram and Shimsha should be limited to what could be generated with 900 cusecs required to be let down in accordance with the agreement between the Governments of Madras and Mysore.

The very same reasons enumerated above influenced the Government to decide the further extension of Jog for installing additional machinery so that the installed capacity at Jog may come up to 120,000 kW, the extent to which the Hirebhasgar Reservoir can supply water.

At present we have contemplated linking of the two systems, viz., 25 and 50 cycles, at Bhadravati by two 10,000 kW Frequency Changer Sets, i.e., a firm power to the extent of 10,000 kW can be converted from 25 to

50 cycles or from 50 to 25 cycles as required from time to time. The balance of power that will be generated at Jog will have to be utilised at 50 cycles, if heavy investment in further frequency changer sets is to be avoided. It may be mentioned here that the firm capacity of 10,000 kW for conversion by frequency changer sets involves a capital outlay of Rs50 lakhs apart from recurring expenditure in its maintenance and the power loss involved in conversion. Therefore it is evident that if Jog power is to be utilised throughout the State, as it is intended to be, conversion should be commenced as early as possible and pushed through to the extent required for the utilisation of the energy generated at Jog. As far as I can see the following programme will meet the requirements referred to above.

(1) Davangere, Shimoga, Harihar and the area to the north of Bhadravati should be converted to 50 cycles during the year 1947 and completed by September of that year.

(2) The frequency conversion in Bangalore area should commence during the year 1948-49 and be completed by the end of 1951.

(3) The area served by Mysore-Bhadravati Transmission Line should be converted during the year 1948-49.

(4) Conversion in Mysore area should commence in 1949-50 and be completed by the end of 1951, i.e., by 1952 the Generating Stations at Sivasamudram and Shimsha will be feeding power required at K.G.F. at 25 cycles and the balance of power available through the Frequency Changer Sets into 50 cycles area to be linked up with 50 cycles power system which will be directly supplying to the rest of the State, till Shimsha is converted into 50 cycles. Thereafter Sivasamudram will meet the 25 cycle demand from K.G.F. only.

The conversion of frequency in the areas referred to above involves not only alteration in the equipment owned and operated by the Electrical Department, but also in the consumers' apparatus, such as, motors, fans, refrigerators, etc. The conversion of the consumers' equipment may be divided into three categories:

(1) Reconnecting the equipment suitably to run it at double the speed by proper alteration in the pulley size and belt.

(2) Rewinding of equipment that could be rewound for 50 cycles retaining the speed as at present.

(3) Completely replacing the entire equipment which does not admit of alterations suggested under (1) and (2) above.

While Item (1) involves the least amount of expenditure and time, item (3) involves the maximum that is required for such conversion. The point for consideration is as to who should bear the charges involved in effecting the conversion. There is no doubt whatsoever that the Electrical Department has to bear the expenditure for the alteration to be effected in the equipment owned and operated by them, but with regard to the expenditure involved in converting consumers' equipment, conflicting opinions exist. Arguments in favour of the department purely from the legal point of view are:-

(1) The department undertook supply of power to consumers at the frequency now in existence for the period for which the contract for power supply exists and thereafter the consumers may be informed that only power at 50 cycles is available and it is up to them to change their equipment if they wish to continue use of power.

(2) That the conversion of frequency is being effected in order to line up with the standards in other parts of the world, which enables consumers to obtain standard equipment at considerably less cost than equipment of special frequency, viz., 25 cycles.

(3) Consumers cannot expect to have their old motors, which may have served them several years of useful life replaced by new motors at the cost of the department, and thus be benefitted in addition to the benefit generally derived by standardisation of frequency.

The arguments in favour of the consumer can be enumerated below:-

(1) The conversion of frequency now thought of and adopted is over the heads of the consumers and is not at their request and therefore the existing consumers who own costly equipment should not be penalised for the benefit to be derived by the would be consumers in the State. Further, although the contracts entered into by the consumers with the Department are legal documetns valid for a few years only, the consumers who invested lakhs of rupees in purchasing equipment do not expect termination of power supply at the end of the period of their first agreement. Instances are not wanting where contracts are renewed several times covering a period of several decades. Therefore a supply company, which has established certain standard conditions of supply, is expected to continue to supply power at the same frequency and voltage, if it is required by the consumers, indefinitely. This, though not a legal obligation, is an obligation which is normally binding on a public utility company, and therefore any expenditure involved in the conversion of consumers' equipment should be wholly borne by the suppliers of electrical energy, as such expenditure is being introduced for reasons best known to them.

(2) With regard to the depreciated condition of motors owned by consumers, an ordinary consumer such as one who owns a flour mill or rice mill considers that his motor is as good as new so long as it is serviceable and therefore does not provide for depreciation as limited liability concerns do. Therefore he considers that replacement of his old motor by a new motor is not a benefit to him.

Thus it is seen that conflicting opinions exist about the sharing of the cost involved in the frequency conversion now under consideration, but the following special aspects of the case are placed before the Government for kind consideation.

An Electrical Supply Undertaking is a Public Utility which depends entirely for its prosperity, nay for its very existence on the public. Their goodwill is a valuable asset for any public utility in existence. Therefore any finacial adjustment that has to be effected between the consumer and supplier of electrical energy has to be viewed very liberally by the supply undertaking, as it pays in the end several fold in increasing its revenue and the co-operation of consumers under adverse circumstances. The Electrical Department of the Government of Mysore is no exception, and the co-operation of consumers and their goodwill has been exhibited on more than one occasion andtherefore consumers of electricity in the State of Mysore require most favourable consideration under the above scheme.

Another important factor in favour of the consumers is that the conversion is not being effected for the first time in Mysore. There have been previous instances and the procedure adopted in other places serves as a precedent and gives consumers a moral right to demand similar consideration in Mysore also.

In the year 1928 or so a portion of Madras City was converted from D.C. to A.C. supply, when the Licensee, i.e., the Power Supply Company for Madras City, approached the Government of Madras for approval to effect the conversion for various economical reasons. The said Government of Madras approved of the scheme subject to the condition that the Supply Company undertook to bear all charges involved in alteration of consumers apparatus due to alteration of ~~consumers~~ the supply system without any exception. Accordingly the Supply Company bore the charges and effected the conversion.

In England when the standard frequency was adopted, the Electricity Commission established by the British Government bore all the charges in the conversion of the consumers' equipment. The Government of Madras Electricity Department also undertook conversion in Coimbatore, etc., where D.C. supply was available prior to A.C. supply ~~was~~ being made available from

Pykara and Mettur, and effected conversion by bearing all charges involved in the conversion.

In this connection an interesting case is noted below, which brings out the fact that the consumers have both a moral and a legal right to require the Public-Utility supplying power to bear all charges connected with the conversion of voltage or frequency of the system in an area of supply.

When the Chester Corporation of England applied to Government for conversion of the supply from D.C. to A.C., they were permitted to do so subject to the condition that they bore all charges of the conversion of consumers' equipment affected by the change in supply. Accordingly all equipment owned by consumers requiring replacement or alteration was effected at the cost of the Power Supply Company.

In one particular case a consumer was carrying on a business of charging batteries by plugging in to the supply system directly, as the supply was D.C. Immediately it was changed over to A.C., he could not adopt this procedure, but had to purchase a suitable equipment for converting A.C. into D.C. before carrying on the business of charging the batteries. This meant purchase of new equipment, which did not exist previously at the consumer's premises. The Chester Corporation contested in the Court that the direction of Government was to replace all consumers' equipment adversely affected by the conversion and as the particular consumer did not posses any equipment, the cost of purchase of the new equipment could not be borne legitimately by them. But Mr.Justice Goddard in giving judgment said that there was no suggestion that in using his old apparatus with D.C. for charging of batteries the claimant was doing something which he was not perfectly entitled to do. His Lordship read the consent as meaning that the Corporation must put the consumer into the position of having the same facilities for carrying on his business with the new alternating current as he had had with the old direct current and must also pay him compensation for any loss or damage which he could have proved to have resulted to him from the carrying out of the change. Accordingly an award was made for payment of £41-17-4 consisting of cost of battery charging equipment plus loss incurred during the conversion period plus court costs and the Chester Corporation was compelled to bear these charges.

Now the point for consideration is whether in the face of the above facts the Electrical Department should bear partly or wholly the charges involved in converting consumers' equipment from 25 to 50 cycles. I therefore tentatively recommend the following procedure, subject to modification to be effected after the large power consumers are consulted.

(1) In all cases of individual consumers (which are not limited liability companies) whose installed capacity is less than 50 H.P. all charges involved in the conversion of the equipment be borne by the department. depreciation to be deducted

(2) In the case of limited liability concerns, the following procedure be adopted:-

Agreed

(i) In the case of motors which can be converted with slight alterations involving very small expenditure, the cost be borne by the Electrical Department.

" (ii) In the case of motors to be rewound the cost be divided equally between the consumer and the department and met accordingly.

(iii) In the case of equipments which are to be totally replaced, the existing equipment be bought over at a depreciated value by the department and the consumer asked to purchase a new equipment in its place. The depreciated value being determined on the basis of depreciation allowed for income tax purposes.

My reasons for recommending the above procedure are as follows:-

In the case of an equipment which has to be reconnected, the consumer does not get any benefit and therefore the cost involved has to be borne by the department. In all cases of rewinding the cost is to be divided equally as benefit derived by the consumers by rewinding of the motor is not equal to that which he derives by the replacement of old material by new, and in the case of complete replacement the consumer is benefitted as he obtains completely new equipment which will last him several years more and therefore the cost involved is legitimately to be borne by him. As already stated, this is only a tentative arrangement proposed, but I am afraid the consumers will not agree to this arrangement, but by negotiations it may be possible to arrive at an equitable distribution of cost between the consumer and the supplier. In this connection it may be mentioned that even in 1939 it was realised that a major portion of the cost is to be borne by the Electrical Department if 50 cycles generation is adopted at Jog, and this is contained in the Note referred to above.

A concrete example can now be given with some details about motors that require alterations in Davangere and Harihar areas, which have since been

obtained, and this may serve as a guide for a decision being arrived at. There are at present motors to the extent of 5000 H.P. in this area. Motors only to the extent of 1000 H.P. can be altered to suit higher frequency by effecting minor changes involving cost of R25/- per H.P. In the case of other motors to the extent of 2000 H.P., they can be rewound and the cost involved in rewinding may be estimated at about R50/. per H.P. And in the case of others investigations are proceeding as to how many of them could be rewound and how many would require complete replacement. My opinion is that most of them may be rewound. However, in order to arrive at a figure for purposes of estimate, we may assume motors to the extent of 1000 H.P. will have to be completely replaced, motors to the extent of 2000 H.P. could be rewound and motors to the extent of 1000 H.P. can be altered to run at 50 cycles with minor changes. The cost involved is:-

(1) 1000 x 100	=	R1,00,000
(2) 2000 x 50	=	1,50,000
(3) 1000 x 25	=	25,000
		R2,75,000

Adding R25,000 for establishment, etc., the total cost comes up to R3,00,000. If the above suggestion of mine is accepted by Government and the consumers agree to the above division of the cost between the Department and consumers will be as follows:-

There are only five limited companies in this area and the total number of motors in service in these five companies is 1985.75 H.P. and the cost of converting comes up to R1,00,000. As these companies are of recent origin, the depreciation on the equipment is very small and therefore the amount to be realised from the respective Companies comes up to R50,000. Thus the total cost to be borne by the Department is R2,50,000 and by the consumers R50,000. It is a point for consideration whether this small realisation is worth the controversy that may rage between the Limited Companies and the Electrical Department, and whether it may not be worth while to forego this small sum and liberally undertake to bear all charges involved in the conversion and that being limited to a minimum by the special staff to be appointed by the department for the purpose.

With the above information, I request that tentative decision may be arrived at and the representatives of large consumers be invited for a conference and their views also taken before a final decision is made in this behalf.

Chief Electrical Engineer. 17/4

Bangalore,
16th April 1946.
H-CEE.

C. F. 74.] Highway Conversion Scheme. Form 25 [illegible]
50 Cycles

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

1687

Resubmitted.

HOV
18.4.46.

P.A. to P.W. Minister
for noting & return
to the Branch.

18/4/46.

Notes are returned
Thus El Scott
18/4

Resubmitted

18/4/46.

Ask C.R.R. to send up proposals in conformity with the decisions arrived at the meeting yesterday.

KW/23 4/46

Issued in MOSDS 2491
dated 26th April, 1946.

N.B.— Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

HOV 23.4.46

Sent with a draft to C.R.R. for approval

23/4

23/4/46.

Issue Secy

KW/24/4/46

23/4

C. F. 74.]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

Copy of minutes of meeting on discussion of subject and information that as desired by the Minister P.W. a meeting of independent Contractors has been arranged in the L.C. Hall on 3-5-46 @ 3-30 P.M.

The meeting took place at 3-30 P.M. on 3-5-46 as arranged by the C.E.E. presided over by the Minister P.W.

The meeting was attended by the Secy P.W. Rys & Hbd Deptt also the Financial Secy Deptt & the C.E.E.

N.B.— Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

Frequency Conversion Scheme from 25 to 50 Cycles.

2136

Serial No.

Letter No. 30778 dated the 7th May 1946 from the Chief Electrical Engineer enclosing a draft Press Note intimating consumers of power of the decision arrived at during the meeting on Friday the 3rd May 1946 and requesting to obtain and communicate orders of Govt for the issue of the Press note.

Since separated (Just now)

Reference, paras 22 + 23 supra. Submitted for orders.

Sd/-

8/5

Ator 8-5-46. 8/5/46.

C.E.R. has submitted a report of the meeting with the Power Consumers reg. Frequency Conversion on the 3rd inst, under the Chairmanship of the Minister.

He states on p. 6 of his report that the proposal of Mr. M.L.V. Iyengar was agreed to. This does not appear to be quite correct. The consumers said that they would put this before their boards while the Govt was non-committal in the matter.

A note by me on the financial implications of the two proposals one by Govt + the other by Mr. M.L.V. Iyengar is put up. It would be seen clearly that the latter proposal is far less disadvantageous to Govt + may not be accepted. Some other via media

NOTE—Contn. Sheet.

Tracing

Serial No.

will have to be thought of. The giving away of the old 25 cycle meters to Govt. is of no advantage, as these will have a useless number, as nobody will use them anywhere.

The C.E.E. has proposed a Press note reg. the change of frequency 25 to 50 and this may be approved.

A further meeting with the consumers appears need to arrive at a compromise reg. the compensation to be paid by Govt.

Min P.W.
+
Dewan
+
Fin Sec
+
C.E.E.

Kw 9/5/46.

9/5

OFFICE OF THE CHIEF ELECTRICAL ENGINEER TO THE GOVERNMENT OF MYSORE, BANGALORE.
Reg. No. F. 928418
Date. 10-5-46

U.O. No. SDS 122 dated 9th May 1946.

(Sri Venkatappa)

30) I do not agree with the views of the C.E.E. as expressed in his letter dated 10/5/46, on my note. The proposal as given by Mr. Narsimhaiyar is far too costly for Govt., being costlier than the one as per C.E.E's original proposal viz. alternative (A) by the margin of the full original cost of the old meter or P_1. We may even come to compromise to relinquish half of this to the consumers as our good will & still be to the good by a margin of $\frac{P_1}{2}$.

(Flag V)

FINANCIAL U.O. No. II 7587 12/5 BANGALORE

11/5

Frequency conversion scheme from 25 to 50 Cycles.

Serial No.

3) The consumers during the meeting also raised the question of being given a longer term for conversion than the period of 5 years which has been offered by us. Mr. Nisbet expressed that this may be raised to 10. I think this may be agreed to because, it would reduce the amount of the undepreciated value which we have to pay if the alternative (A) is approved and increase the amount the consumers have to pay us on account of their longer use of their old motor, as per alternative B. Whichever alternative is approved by Govt, it appears definitely advantageous to us to agree to a longer period of about 7 or 8 years, as requested by many of the Consumers.

3) The Consumers, may have to be intimated about Govt's proposals on these two points so that they can place them before their Committees for acceptance.

KW 27/5/46

27/5

FINANCIAL COMMISSIONER U.O.No. Fi 7587

Subs. for discussion with the P.W. Secy.

3) I discussed this again with the Public Works Secretary. The position as I understand is like this:

Suppose the cost of a 25 cycle pump when new is P_1, and its life is 16 years and Depreciation is allowed at a rate "D" per annum. By 16 years, the cost of the machine would be fully written off and its book value will be nil. If a pump has worked for 10 years, its book value will be P- 10D.

NOTE—Contn. Sheet.

The

The feeling was that as Government ~~having~~ are changing the cycles from 25 to 50, the difference in cost of replacement ~~[illegible]~~ is to be borne by Government.

It was suggested by me at the meeting that it was the business of the firms concerned to equip themselves with motors suitable to the voltage; and as they had purchased a 25 cycle motor, because that was the frequency in vogue, Government had to reimburse them for the loss incurred in scrapping it, and from this point of view, the compensation payable to any company was the present book value of the motors i.e., $P_1 - N \times D$. (P_1: Cost at the time of purchase. N: Number of years in service. D: Depreciation) the motors being taken over by Govt. This view did not appear to find favour although, of course, this would be most advantageous to Government, the motors ~~becoming~~ would become the property of Government.

37) ~~On these basis~~ Mr.M.L.Narasimhiengar, however, suggested that Government may replace the 25 cycle motor with 50 cycle motor and collect from the consumers the old motors and the accumulated Depreciation Fund. This assumes that we agree to replace the 25 cycle motor by a 50 cycle one -

38) As the Chief Electrical Engineer stated that in the pre-war days, a 50 cycle motor was cheaper than a 25 cycle motor and even now, a 50 cycle motor as compared to a 25 cycle motor was not very much more costly, it was felt that Mr.M.L.Narasimhiengar's suggestions may be agreed to although it was more expensive than that suggested by me. It was understood that (1) the Chief Electrical Engineer could

(18)

2106 / 155

Frequency Conversion Scheme from 25 cycles to 50 cycles.

U.O. 7587.

155

Serial No.

could utilise the old 25 cycle motor that was made over by the companies to us, to it's fullest extent and that he could also arrange for the replacement of the 50 cycle motors at very reasonable rates and not ~~very~~ at much more than the cost of 25 cycle motors which we are replacing.

B 24

39) I do think that the cost of a new 50 cycle motor now will be at least double the pre war cost of a 25 cycle motor ~~before war~~ though, of course, the 25 cycle motor now may cost more than the 50 cycle ~~next~~ one.

40) The return of the ~~25~~ old 25 cycle motor to us ~~as~~ per Mr. M. L. Narsim Iyengar's alternative has practically no importance because the value of such a motor is nothing more than some copper scrap, which may mean a value of not more than about 50% of the price of the motor.

DEPTS OFFICE 15 AUG. 1946 NO 1253-

41) ~~As~~ On sheer equity it appears reasonable to me that we re-imburse the consumers with the undepreciated value of ~~their~~ their ~~consumers~~ motors & they in turn get themselves equipped with a new 50 cycle motor, for obtaining which we may help ~~them~~ with the G.O.I. The course suggested by Mr. M. L. N. Iyengar is very much disadvantageous to ~~us~~ Govt and I do not see why we should subsidise capitalists who have made mints of money during the war and are still continuing to do so.

A

1222

NOTE Contn. Sheet.

Mr P.W. + Dewan

Kw/22 Feb

42) A. I agree.

Kw/21/7 Kw/15/8 Kw/15 8/Feb

14 Feb.

Frequency Conversion

25 ~

File No. of 194 | General and Revenue Secretariat

Serial No.

A (3) If we reimburse the consumers the undepreciated value of the 25 cycle motors do we take over these motors? Secondly is it the pre-war undepreciated value that is paid to the consumers?

Lastly there are cases elsewhere - outside Mysore - where a public authority or a private electric company has changed its current from D.C to A.C. In such cases a change in fans, refrigerators, radios etc has been necessitated. Has there been any case of compensation being paid to the owners of these electric goods?

(4) An early reply from C.E.E will be appreciated.

A.R.M.
16/8

(5) Urgent
Address R.E.B.
KW 17/8/46.
17/8

(6) A draft letter to the C.E.E is put up. May perhaps issue after perusal by the Minister for P.W.

17/8

(7) Sanj 17/8

(8) Min P.W. KW 19/8/46.

19/8

(9) 20/8/46.

Issue
KW 22/8/46 22/8

OFFICE OF THE MINISTER FOR PUBLIC WORKS
19 AUG. 1946
No. 1495

(10) 23/8

Issued in No. BDS 520 Block 192-45-5 dated 23rd August 1946

Serial No.

Letter No. 6317 dated the 26th/27th August 1946 from the Chief Electrical Engineer on the subject.

51) Reference, paras 43 to 45 supra (Page 197 notes thereto)

With reference to the points raised in letter No. E.D.S. 520 dated 23-8-1946, the C.E.E. states that in the proposition which was put forth at the meeting held on Friday the 3rd May 1946 with the Consumer, it was tentatively accepted that Govt would arrange for supply of a new motor suitable for 50 cycles and obtain from the Consumer the old motor & the depreciation amount allowable by the Consumer at the rate allowed for incometax purposes from date of service and that therefore, the depreciation amount will be at the rate at which the motor was purchased at the time it was put into service and the question of paying the Consumer undepreciated value of the 25 cycle motor does not arise.

52) Re cases elsewhere and the procedure adopted in similar circumstances, the C.E.E. makes reference to pages 5 & 6 of Memorandum on Conversion of Frequency sent with his letter 8.17.4.46. It is seen therefrom that the supply Company bore the charges involved in the conversion. Subject to orders.

For orders

Subs to Secretary

31.8.46.

NOTE—Contn. Sheet

Serial No.

With reference to minutes in para 43 of the notes, the C.E.E's reply is put up. In the proposal as at A if we reimburse the consumers the undepreciated value of the 25 cycle motors, the old motors are to be handed over to us. But it may be stated that these old motors being of the unstandard 25 cycles and having been partly or fully used will have the value of merely the copper scrap which can be got out of them and this may not be much.

As per this proposal at A, the undepreciated value to be paid to the consumers will be with reference to the prices paid by them for these motors and this would naturally be with reference to the prewar values.

The C.E.E. has stated in para 1 of his letter "it was tentatively accepted that Government will arrange for the supply of new motors suitable for 50 cycles and obtain from the consumer the old motors and the depreciation amount allowable by the consumer in accordance with the rate allowed for income tax purposes." So far as my recollection goes, this proposal was not accepted by Government either tentatively or finally, during or after the Conference, with the Hon'ble P.W. Minister, but consideration was promised and in view of the discussions that took place, Government's decision was to be communicated to the representatives of consumers for their obtaining the consent of their constituents. That the C.E.E. was of the same view as is apparent from his (iii) on p. 7 of his Memorandum though he appears to have changed now?

Regarding the cases elsewhere and the procedure adopted in similar circumstances, the C.E.E. invites reference to pages 5 and 6 of the memorandum of con-

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(Flags 'Q' & 'R' & notes & orders)

Serial No.

3764
Ecd

conversion of frequency. It is seen therefrom that the supply company bore the charges involved in the conversion. On considerations of pure equity it looks reasonable that the Government should pay for the undepreciated life of the old motors and the consumers in their turn are to equip themselves with new 50 cycle motors. The procedure adopted in Madras is likely to bring a charge of several lakhs on the Government in this respect.

57) Compensation will also have to be paid to the owners for changing fans, refrigerators and radios etc. now being used on 25 cycles, but this would be comparatively small considering the motors which are costly.

1964

Min P.W
& Dewan) KM 2/9/46

57) I shall be glad to discuss this matter with the C.E.E.
5-9-46.

Address C.E.E.
KM 9/9/46

Off/letter to CEE
9/9/46

Secy) 9/9

Today) Serve
KM/11/9/46

Read in D.O. No. EDS 696/
192 46 dated 4th Sept 1946
from Secy, C.E.E.,
Madras, I have an
[illegible] P.W.

58)
Resolved
The matter does not appear to have been discussed.

NOTE—Contn. Sheet

24/10
KM 26/10/46
24/10

Serial No.

Par

The C.R.E. was informed as per minutes para 57. No intimation was given by the C.R.E., if the matter was discussed with the P.W. Min^r. Perhaps, it was.

60) The file is put up for orders.

Min^r P.W.
Dewan

KW/26/10/46

61) I shall be glad if the new Electrical Engineer, Edea mines, will let us have his views. The matter is acute to the very extreme and it may be dealt with [illegible]

62) The Crux of the problem seems to lie in the disparity of present day prices of motors and those originally paid by the Consumers for their existing 25 Cycles motors. It is not ~~the~~ fair for this difference in prices of old & new motors, the most equitable arrangement would have been for the Government as the "Public Utility" to reimburse the ~~Consumers~~ Consumers towards the cost of conversion up to the unexpired value of the motors.

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However, under the present conditions and in view of what seems to have transpired in the meeting held on 3rd May, 1946, there seems to be no alternative but for Government to accept the arrangement proposed by Mr. M.L. Narasimha Sergar, i.e., Government would receive from the Consumer his old motor and the amount accrued towards its depreciation at the rate specified in the income-tax manual and in return Government would supply him with a new 50 cycles motor.

63) I am constrained to say that this is a peculiar problem involving "Goodwill" of a large number of Power Consumers, and as such can not be viewed solely from an arithmetical basis. The fact that many of these consumers "have made mints of money during the war and are continuing to do so" can not be put forth as a serious argument in arriving at an amicable settlement for the reason that such profits would have been already assessed for Income-Tax. Further, it is open to the possibility of being countered by the consumers to the effect that whatever excess profits they made was purely fortuitous, and that it was open to Government to utilize that opportunity for levying a surcharge on electricity as some of the Provinces in Br. India did, but which Mysore did not resort to. Such an argument in my opinion will

NOTE—Contn. Sheet

Serial No.

value of the motors calculated on prewar price, they have to pay a very heavy price for the new 50 cycle motors. They, further, pleaded that according to this calculation, though the undepreciated value may be nil in some cases, still in fact, their motors may be quite good and may serve them for some more years without any necessity on their part to go in for new motors at the prevailing high price. It is at this stage that Mr. M.L. Narasimha Iyengar suggested the other alternative, viz., that Government may take over the existing motors from the consumers along with the depreciated value and to replace them with new 50 cycle motors. This was readily accepted by the consumers and consumers representatives though the latter said they have to place this aspect before their respective boards and intimate their decision. On behalf of Government, they were told the matter would be considered by Government and their decision would be intimated.

67) If the suggestion put forward by Mr. M.L. Narasimha Iyengar is accepted, the cost which Government have to incur will be very great. But, the Chief Electrical Engineer has, in his note submitted that the practice prevailing in other Provinces is, to reimburse the consumer regardless of the cost. The trend of decisions of Courts in England on this matter also, is to the same effect. The Secretary, Electrical Department also seems to support the Chief Electrical Engineer. In these circumstances, the other alternative suggested by Mr. M.L. Narasimha Iyengar

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may be accepted. Press Note proposed to be issued by the Chief Electrical Engineer may also be approved.

12/11

Secretary, please.

20/11

22/11/46.

Submitted with a draft letter to the C.E.E. for approval with copy thereof to Commerce & Industries

Secy)

22/11

22.11.46.

73)

29

74)

75)

H. Secy. w/c. for favour of note before

30/XI/46

Elect. Secy

H. Com. 2303

Dept of Commerce

6/12

Scheme for Frequency Conversion from 25 to 50 Cycles.

Serial No.

79) The letter to the C.E.E. relating to the concessions offered by Govt. in connection with the conversion of the consumers' 25 cycle equipment to 50 cycles was issued in No E.D.S. 1519-21 dated the 6th December 1946.

80) A further letter to the C.E.E. is also put up for approval, as per personal instructions of the Secretary on 16-12-46, in the matter of enforcing the conditions stipulated in the Press Note flagged T.

JTOV 7/12/46

Seen) 8/12

81) Issue as corrected.

Rl. 9/12

[illegible] No. 1971/Estate 1946-47 [illegible] dated 10th December 1946. Joint C.S.

Letter No. 17886 dated the 14th/18th [illegible] from the Chief Electrical Engineer submitting for approval of Government a draft of notification proposed to be issued in accordance with the instructions conveyed in letter No E.D.S. 1519 dated [illegible] December 1946.

82) In para 2 of letter No. E.D.S. 1519 dated

NOTE—Contn. Sheet.

Serial No.

On 6th December 1946, the C.E.E was requested to forward to Govt draft of the notification proposed to be issued to Consumers, for approval before issue. The C.E.E has accordingly forwarded the same for approval, incorporating the terms and conditions approved by Govt, together with certain other safeguards as detailed in pages 2 & 3 of the draft notification. Submd for orders.

Sanction

19-12-46 19/12

83) Draft notification for Appl.

Secy) 20/12

El. Br. 84)

Pl type the revised draft Press note placed below.

Secy) 24/12

85)

Typed drafts are put up for approval

Secy) 26/12

86) The C.E.E's draft of a Press Note to be issued is submitted herewith. However, as I felt some modifications in the language of that note were necessary, the same was re-drafted and put up for approval.

Flag. M.

31/1/47

OFFICE OF THE MINISTER FOR AGRICULTURE AND PUBLIC WORKS 31 JAN. 1947 4776

Serial No.

Conversion Scheme from 25 to 30 years — Notification to be issued in connection herewith

88) A copy of the modified draft may be sent to the C.E.E. for issue as a Press Note

RK. 4/1/47

4/1

Submitted with a draft letter to the C.E.E. and typed copy of the modified draft of the Press Note for approval.

Secy) 6/1

6/1

6.1.47

Issue

RK. 6.1.47

13

[illegible] to C.E.E. in No. S.D.C. 18 [illegible]

For orders whether the file may be closed

23/7/47

10/1

NOTE—Contn. Sheet.

Elect 192-45-1

Telegrams:—"GOMED"

MR. M. HAYATH, B.E. (MECH.), B.S.E.E.
Chief Electrical Engineer.

Telephone No. { Office: 2416 / Residence: 2014

OFFICE OF THE CHIEF ELECTRICAL ENGINEER
TO THE GOVT. OF MYSORE.
BANGALORE (S. INDIA)

D. O. No. 859.

BANGALORE 9th March 1946

ELECTRICAL DEPARTMENT GOVT OF MYSORE
ELECTRICAL ENGINEER BANGALORE
Reg No 1687
Date 20.3.1946

OFFICE OF THE MINISTER FOR PUBLIC WORKS
19 MAR 1946
P. 1045

Dear Sir,

Subject:- Conversion of Frequency from 25 to 50 cycles.

Secy P.W.
W.C.
Wednesday
The 20th inst is convenient to me.
L
12/3/46.

~~As you are aware~~ I wish to bring to your kind notice that the power supply that is being generated at Jog is 50 cycles and in the scheme under execution it is proposed to link the 25 and 50 cycles at Bhadravati by two 10,000 K.W. capacity Frequency Changer sets. Further it has been ordered by Government that gradually the entire State should be converted to 50 cycles except the Kolar Gold Fields; so all schemes that are being submitted to Government and have been sanctioned from time to time have taken this fact into consideration. A sum of Rs.7 lakhs has been provided for in the estimate sanctioned for Jog Power Scheme (vide item No.13(b) for Rs.408 lakhs in G.O.No.P.W.8513-26 dated the 19th May 1943. When power supply of 50 cycles is made available at Bhadravati from Jog, Sagar, Shimoga and a portion of Bhadravati will have to be immediately converted into 50 cycles. As the capacity of the Frequency Changer set is only 10,000 K.W. firm, the rest of the power to be generated at Jog will have to be utilised on 50 cycles, i.e., as many areas as possible have to be converted into 50 cycles as early as practicable.

2 Further, power supply to Madras for Ceded Districts at Ujjini has to be 3-phase, 50-cycles and this also necessitates conversion of Davangere into 50 cycles during 1947.

3 The consumers of electricity possess various equipments and have been supplied with power at 25 cycles and the equipment, therefore is only suitable for 25 cycles. Conversion of this equipment so as to be suitable for 50 cycles supply proposed to be made available after the conversion involves the following changes:-

(1) Re-connecting the motor suitably wherever it is possible to run it with double the speed by appropriate alterations in the pulley sizes and belts.

(2) Re-winding of such motors that could be rewound for 50 cycles supply.

(3) Completely replacing of the entire equipment which does not admit of changes contemplated under items (1) & (2); so also some of the fans and refrigerators that have been installed in the various houses.

2

Lighting can be converted immediately to 50 cycles supply provided the meters in all the installations are changed; meters being the departmental property, they can be changed to 50 cycles at departmental cost.

4 With regard to the fans, refrigerator motors and motors in all the power installations that are being served in these areas, they belong to the consumers and the alteration in this equipment is necessitated by re-converting the supply from 25 to 50 cycles. An equitable financial arrangements is to be arrived at and the Government ~~also in this behalf~~ will have to be announced to the public, as very many requests are being received for such a decision being intimated to them.

5 Therefore, I humbly suggest that a preliminary meeting be held in your chambers with the Secretary to Government, Electrical Department, Financial Secretary and myself, in order to chalk out the line of action to be taken when this conversion is effected, and as to what should be the financial arrangement between the consumer and the Government with regard to the cost of effecting the changes in the consumers' apparatus referred to above. As various consumers are pressing for communication of Government's decision, and also wish to represent to you and the Government their grievances in this behalf, after knowing definitely the procedure proposed to be adopted by Government, a very early convening of the meeting is solicited. After we have a preliminary meeting we may invite some of the large consumers, who will be affected by this conversion, to express their opinion in order to finally determine the course of action to be taken by Government in this behalf.

Yours sincerely,

9/3

L.Siddappa,Esq.,B.A.,LL.B.,
Minister for Public Works,
Government of Mysore,
BANGALORE.

MH-DMJ.

Urgent

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(Continuation sheet draft form).

D.O. No. EDS 2152 dt. 21-3-1946

D. O.

3

To

The C. E. E.

Subject: Conversion of Frequency from 25 to 50 Cycles.

Dear Mr. Ifayath,

With reference to your D.O. letter No. 859 dated the 9th March 1946 addressed to the Minister for Public Works on the above subject, I am desired to request you kindly to make it convenient to interview the Minister at 3-30 P.M. on Monday the 25th instant in his Chambers in the Public Offices to discuss the above question.

Yours Sincerely

21/3/46.

P.T.O.

WD 03697—GPB—30,000—2-2-46

20/3/46.

20.3.46.

No. EDS 2153

Copy of the foregoing is forwarded with compliments to the Financial Secretary Wfport for information, with the request that he may kindly make it convenient to attend the meeting at 3.30 P.M. on Monday the 25th instant, arranged in this connection when the undersigned will also be present

No. Issue
Kd 21 3/W

Kd 21 3/W

Secretary Wfport
Elec. Dept
1/n

Immediate

5)

GENERAL AND REVENUE SECRETARIAT,

D.O. No. E D S 2174 ~~75~~.

Dated, Bangalore, 25th March 1946

Subject:- Frequency Conversion Scheme - Meeting arranged in the Chambers of the Minister for Public Works on 25th March 1946.

Dear Mr. Hayath,

With further reference to my D.O. letter No.2152 dated the 20th March 1946 on the above subject, I am desired to state that the meeting referred to therein has been postponed to 8th April 1946 at 3-30 P.M. and to request you kindly to make it convenient to interview the Minister for Public Works in his Chambers in the Public Offices that day.

Yours sincerely,

Sd. K. D. Joshi,

A. Hayath, Esq., B.E.(Mech),B.S.E.E.,
Chief Electrical Engineer,
Bangalore.

No.EDS. 2175

Dated Bangalore, 25th March 1946

Copy of the above, is forwarded, with compliments, to the Financial Secretary to Government, for information, in continuation of this office No.EDS.2153 dated the 20th March 1946 with the request that he may kindly make it convenient to attend this meeting on that day.

O/C

25-3-46

Secretary to Government,
Electrical Department.

A.N.25th

Immediate D.O. 6

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

No. EDS 2377 dated 18th, April 1946

Encl: One note.

Sent with fwd.
Ito
18.4.46.

To

The Financial Secretary to Government, Bangalore

Subject: Frequency Conversion Scheme from 25 cycles to 50 cycles.

Dear Mr. Raghavendra Rao,

I herein enclose a copy of note dated the 17th April 1946 of the Chief Electrical Engineer on the above subject, which is for discussion at 3.30 P.M. on Monday the 22nd instant in the Chambers of the Minister for Public Works.

Yours sincerely

KW/18/4/46

Ito
18.4.46

WD 0280—GPB—22,500—14-3-38

Elec/192-45-27

GOMED"

MR. M. HAYATH, B.E. (MECH.), B.S.E.E.
Chief Electrical Engineer.

ELECTRICAL DEPARTMENT GOVT. OF MYSORE

Telephone No. { Office : 2416
Residence : 201

OFFICE OF THE CHIEF ELECTRICAL ENGINEER
TO THE GOVT. OF MYSORE.

D. O. No. 1091-3

BANGALORE, (S. INDIA) 24th April 1946

Elec 25/4

Dear Sir,

As desired by you, I have arranged for the meeting of important consumers on the 3rd May 1946 at 1-30 P.M. at the Legislative Council Hall. I am enclosing herewith a copy of the intimation sent to the parties for your kind information.

I have requested the Secretary, Electrical Department, and the Financial Secretary to also kindly attend the meeting on that date.

Yours sincerely,

Sd/- M. Hayath.

L. Siddappa, Esq., B.A., LL.B.,
Minister for Public Works,
Govt. of Mysore, Bangalore.

MH-CSC.

Copy forwarded with compliments to:-

K.D. Joshi, Esq., M.A., B.E., etc., Secretary to the Govt. of Mysore, Electrical Department, Bangalore, or a copy of Intimation

B.S. Raghavendra Rao, Esq., M.A. (Hons), Financial Secretary to Govt. of Mysore, Bangalore,

for kind information. This is in confirmation of my personal request to attend the meeting.

BANGALORE
No. 2006
Encl. 1. 25/4/46

(Chief Electrical Engineer.)

25.4.46

3.5.46
25-4-46

Telegram: "GOMED"

8

Mr. M. Hayath, B.E.(Mech.),
B.S.E.E.,
Chief Electrical Engineer.

Office of the Chief Elec.Engr.
to the Government of Mysore,
Bangalore, dated, 23rd April '46.

D.O.No.

Dear Sir,

Re: Frequency Conversion.

As you are aware, the Conversion of Frequency throughout the State has been under the active consideration of Government for some time past. In view of the fact that 50 cycle power is expected to be made available at Bhadravati during the early part of 1947, the conversion of frequency has to be taken up on hand immediately; not only a programme has to be drawn up for the conversion of frequency in the various parts of the State, but also the procedure with regard to the meeting of the cost of conversion has to be settled.

The Minister for Public Works would like to have your views in this behalf and therefore he has directed me to convene a meeting at 3-30 p.m. on Friday the 3rd May 1946. The meeting will be held at the Legislative Council Hall, Bangalore, under the Chairmanship of the Minister for - Public Works.

I shall be glad if you will kindly make it convenient to attend the meeting or depute your authorised agent.

Kindly acknowledge the receipt of this letter and also let me know the name of the Agent who will be attending the meeting, in case you are unable to attend personally.

Yours sincerely,

To

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.....

.....

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(Continuation sheet draft form).

To

The Chief Electrical Engineer
Bangalore

No. EDS 2491 dated 26-4-1946

Subject — Conversion of Frequency from 25 to 50 Cycles.

Sir,

With reference to your D.O. letter No. 859 dated the 9th March 1946 addressed to the Minister for Public Works on the above subject and further discussing in the chambers of the Minister for Public Works, I am directed to request you to be so good as to send up proposals in conformity with the decision arrived at in the meeting held on the 22nd April 1946 in the matter,

10

In the Chambers of the Minister for Public Works.

Forwarded

Kw 22/4/46.

Secretary to Govt
for Electrical Dept.

23.4.46.

23/4/46

Elect 192-45-3

TELEPHONE No. 2110.

REPLY REFER TO No. 42/41 ENCLO. One

TELEGRAPHIC ADDRESS:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Confidential

Bangalore, 9th May 1946.
(MYSORE, S. INDIA.)

ELECTRICAL DEPARTMENT
BANGALORE.
Rec. No. 2146
Date 9/5/1946

The Secretary to the Govt. of Mysore,
Electrical Department,
BANGALORE.

Sir,

FREQUENCY CONVERSION.

I have the honour to enclose herewith draft proceedings of the meeting convened under the Chairmanship of the Minister for Public Works with the important power consumers in respect of frequency conversion in the State.

As can be seen from the proceedings, the representatives of the mills requested Government to intimate them in writing the tentative proposals regarding financial arrangement for conversion.

I request you to kindly obtain and communicate approval of Government to communicate them the decision arrived at to enable them to intimate their acceptance thereto after placing these proposals before their Directors. As the consumers are anxious to have this communication sent to them early, very early orders of Government are solicited.

I have the honour to be,
Sir,
Your most obedient servant,

M. Sangamaiah 9/5
Chief Electrical Engineer.

MH-CSC.

DRAFT.

Proceedings of the Meeting held in the Legislative Council Hall, Bangalore, on Friday the 3rd May 1946 in connection with the conversion of the existing 25 cycle system to 50 cycle system.

The meeting commenced at 3-30 P.M. Mr. L. Siddappa, Minister for Public Works, presided.

Mr.M. Hayath, Chief Electrical Engineer, Mr.B.S.Raghavendra Rao, Financial Secretary to Government and Mr. K.D.Joshi, Secretary to Government, Electrical Department, were present. In response to invitations sent out, representatives of several large Industrial Concerns attended the meeting to present their reactions on the proposed change.

At the outset the Chief Electrical Engineer acquainted the representatives with the object of the day's meeting, summarising as follows:-

" I have been permitted by the Chairman to place before you briefly the object of this meeting. In the year 1939 Government passed orders that Jog Power Station should produce power at 50 cycles and also ordered that between 1942 and 1950 the frequency in all parts of the State, except Kolar Gold Fields, should be converted to 50 cycles Simultaneously they issued a Press Note informing the consumers the intention of Government to generate power at 50 cycles at Jog and requested them to be prepared for conversion of their equipment for accepting power supply at 50 cycles any time after 1942.

As the works at Jog are progressing satisfactorily and 50 cycle power is expected to be made available during the early part of 1947, a tentative programme for conversion to 50 cycles is drawn up in accordance with the Government Order referred to above. It is proposed to convert all the equipment in Davangere area, i.e., Chitaldrug, Harihar, etc. towards north of Bhadravati during the year 1947. In Bangalore the conversion is to commence in 1948-49 and to be completed by 1951. In Mysore area the conversion is to commence in 1949-50 and completed by 1951. In the area

between Mysore and Bhadravati, i.e., Hassan and other places en route, the conversion is to be accomplished in the year 1948-49.

Thus it is proposed to adhere to this programme drawn up and I request you to kindly be prepared to accept 50 cycle power in place of the 25 cycle supply now made available during the periods referred to above depending upon the locality where your factory is situated. I request you to kindly examine the above programme and give your valuable suggestions."

In response to the above, Mr.Nisbett (Bangalore Woollen, Cotton & Silk Mills,Ltd) said that for the next 5 years it would be impossible to get their motors changed, as the particular manufacturers with whom they have had dealings in England have definitely intimated their representative that they would not undertake any unnecessary work. Therefore he felt that the programme drawn up by Government is fast and should be retarded. He further stated that the intimation of the changeover was given to them at the outbreak of war and hence it would not be possible for any one to take any steps for obtaining equipment which would be suitable for dual frequency. Moreover during the war due to increase in their production they had to go in for additional equipment and hence suggested that consumers be given 25 cycle and 50 cycle supply for a minimum period of 10 years. He felt that during the period of 10 years it would be possible for the consumers to obtain necessary machinery and it would be cheaper for everybody concerned.

Mr.Srinivasaingar (K.R.Mills) agreed with Mr.Nisbett that it was essential that both the frequency supply should be maintained for large power consumers, like Textile Mills, where they will have a number of motors and other equipment that could not be replaced over-night.

Mr.Rama Setty (Davangere Cotton Mills) said that even though Davangere was given due intimation of 50 cycle supply being made available during 1939 or 1940, due to conditions brough about by World War II, they could not obtain equipment suitable for dual frequency. Therefore Davangere area also falls under the same category as other places, even though power

supply was arranged in this area so recently.

Mr.Nisbett again pointed out that the Communique referred to regarding frequency conversion was issued by Government in the year 1939 in which they mentioned that the conversion would take place any time between 1942 and 1950. They are now in 1946. Between this period nothing was done by Government. The period ~~commenced for~~ fixed for conversion 1942-50 envisaged at least a minimum of 11 years to enable consumers to changeover. Because of the war nothing could be done, therefore he was justified in asking for an extension of time for conversion up to 1957.

He further stated that his Engineer had just returned from England and the information furnished to him by manufacturers was that they could not entertain any orders for supply of motors for the next 5 years.

The Chief Electrical Engineer in replying to the points raised by the previous speakers said that in as much as the intention of the conversion was notified so far back as 1939, the request of the consumers to put off the work to a future date is unjustifiable. With regard to the point raised by Mr.Nisbett, regarding the dates 1942-50, the intention was that the changeover would take place any time during that period. It was never intended to be prolonged for a period of 11 years, as presumed by Mr.Nisbett.

With regard to the difficulty of obtaining motors, the Chief Electrical Engineer pointed out that the Government would assist the consumers in obtaining the required number of motors of appropriate sizes, provided the consumers did not insist upon obtaining motors of a particular manufacture. So long as the equipment obtained is from reputed manufacturers, it should be acceptable to them. It is possible that number of orders for new motors have to be placed with a number of reputable manufacturers and the motors will be distributed to various consumers. He also stated that he would get in touch with the several electrical equipment manufacturing firms abroad and assist to the maximum extent in obtaining suitable machinery for conversion. If the consumers co-operate with the department in this direction, no difficulty need be anticipated in achieving the object.

He further stated that it is obvious that the conversion would depend upon the availability of the material and pointed out that in the conversion some of the motors could be converted as they are and run on double the speed. Others may have to be rewound, which work could be carried

on locally. It is only in the case of motors that have to be replaced completely would involve obtaining new motors and it is anticipated that such requirement would be fairly small and it will be possible to secure the equipment required for replacing the same within the time specified in the programme.

With regard to supply of power both at 25 cycle and 50 cycle, he said that in the case of large mills in Bangalore and Mysore, who have more than one feeders from the sub-station, it will be possible to supply power both at 25 and 50 cycles during the period of conversion. In the case of small mills, which are served by a single feeder, this facility cannot be given. In the case of Davangere, Harihar and other places north of Bhadravati, this facility cannot be granted in view of the fact power supply to Davangere is maintained by a single transmission line between Bhadravati and Davangere. Therefore it is very necessary that suitable arrangement is made to accept 50 cycle power supply at the above places when it is made available. The department will render all necessary technical assistance in this behalf and requested ~~the~~ that the consumers co-operate with the department in achieving the object.

Mr.Oakley (Sinduvalli Mines) requested that all other consumers should be treated in par with the K. G. F. and the supply of 25 cycles should be continued.

The Chief Electrical Engineer in reply to this request informed that K.G.F., which is supplied with 25 cycle power, is a Mining industry, which cannot be expected to continue work for ever and therefore there was no object in converting this area into 50 cycles at a very heavy cost. As for the rest of the State, this conversion not only makes standard frequency available to future consumers, but enables the existing consumers to expand their undertakings by utilising standard equipment in line with the rest of India and this is a great benefit conferred on the consumers by Government by adopting 50 cycles.

The Minister for Public Works said that Government would be willing to assist the consumers to the maximum extent possible in securing the required equipment and if the department and the consumers co-operate, there is no reason to believe as to why this programme cannot be adhered to.

After a lengthy discussion, the principle of changing the existing 25 cycle system to 50 cycles was accepted by the representatives in accordance with the programme subject to the condition that the equipment required is obtainable during the period.

The next question that was taken up for discussion was as to who should bear the cost of conversion in the consumers' apparatus. Several representatives urged that as the conversion is initiated by Government, the entire cost of conversion should be borne by them. At this stage the Financial Secretary was requested to give his views in this behalf.

The Financial Secretary said that according to Income-tax rules, the life of the electrical machinery is taken as 16 years and therefore considered that most of the equipment that is in service with the power consumers in Mysore State should be old enough to be scrapped at present and the book value of the equipment should be nil.

At this stage the representatives pointed out to the Financial Secretary that even though for purposes of accounting the argument put forth sounds correct, but in practice it was not so. A motor may work for only one year, another for 10 years and the third for 100 years and therefore the basis referred to by the Financial Secretary was not acceptable to them.

Then the Financial Secretary requested the representatives to listen to him completely and then put forth their views and he suggested the following formula for their consideration:-

(1) In the case of motors, which can be converted with slight alterations involving very small expenditure, the cost will be borne by Government.

(2) In the case of motors, which are to be rewound suitable for 50 cycles, the cost of rewinding, which has to be done in the Government factories, be divided equally between the consumer and the Government and met accordingly.

(3) In the case of motors that require to be replaced completely, the compensation payable by Government be limited to the present book value of the motors.

With regard to the objection raised regarding taking the normal life of the electrical machinery as 16 years, the Financial Secretary was prepared to accept an alternative if the representatives of the consumers gathered agreed that the life of the motors may be taken as 32 years, provided they agree to the revision of their income-tax for the past several years. To this all the consumers' representatives objected.

17

After considerable discussion, Mr. M.L.Narasimiengar, Director of Sandalwood Oil Factories, suggested that in the case of motors, which have to be replaced completely, Government be plased to replace these motors with 50 cycle motors of appropriate size and speed and collect from the consumers the old motors and the depreciation fund allowable on the motors in accordance with the Income-tax rules.

After some discussion the mill representatives agreed that the proposition was a reasonable one and therefore the following was agreed to ? ? tentatively:-

(1) In the case of motors, which can be converted with slight alterations involving very small expenditure, the cost to be borne by Government.

(2) In the case of motors, which can be rewound, the cost be divided equally between the consumer and the Government and met accordingly.

(3) In the case of motors, which are to be totally replaced, Government will arrange for the supply of a new motor suitable for 50 cycles and obtain from the consumer the old motor and the Depreciation amount allowable by the consumer in accordance with the rate allowed for Income-tax purposes from the date of its being put into service.

All the representatives of the various mills agreed to have this view placed before the Board of Directors of respective concerns and they requested Government to issue a communi~~que~~cation in writing to them for being placed before the Board of Directors.

The Chief Electrical Engineer again brought to the notice of the representatives of the concerns that the interim arrangement referred to above is in respect of motors that are in service as on 30th April 1946. Any equipment that comes into service on or after 1st May 1946 should be suitable for dual frequency and if consumers instal motors suitable only for 25 cycles, the entire cost of conversion, when the supply frequency is altered in the area, has to be borne by the consumer. Power supply by the Electrical Department on or after 1st May 1946 is being arranged on the above specific understanding.

9/5

Bangalore,
9th May 1946.
MH-CSC.

A note on the frequency conversion from 25 to 50 cycles and the question of compensation to be paid and costs incurred with reference to the meeting with the consumers held in the Legislative Council Hall on Friday the 3rd May 1946 in the presence of the Minister for Public Works is put up as below:-

The C.E.E. first put up a proposal that the conversion of equipment of the consumer may be put under three categories viz.,

(i) conversion by alteration of the size of pulley and belt where feasible,

(ii) rewinding to 50 cycles, retaining the speed as at present, wherever possible,

(iii) complete replacement of the entire equipment in the shape of motors, fans, etc., where (i) and (ii) are not possible

No. (iii) involves by far the largest expenditure and requires more time.

No (i) and (ii) were agreed to by the consumers in the meeting. Regarding (iii) the alternative proposed by the Chief Electrical Engineer on behalf of Government was

<u>Alternative (A)</u>

That Government pay the consumers the cost of the old motor after making a deduction for the depreciation during the number of years it was in service, the depreciation being based on the income-tax figures given regarding the life of the motors. The consumers in return have to equip themselves with a new 50 cycle motor at their own cost handing over the old 25 cycle motor to Government. The reaction of the consumers appeared to be that Government should pay the full cost of the new motor. Government did not agree, because after having been paid for the depreciated value of the old motor, there is no justification to demand

full payment for the new motor also, which the consumer would have in any case to buy, conversion or no conversion, when it had depreciated to the full extent or period. As this alternative was being discussed, another was proposed by the Director of Engineering Concerns, Mr. M.L. Narasimha Iyengar and this was

Alternative B.

that the consumer is to pay Government for the service he got out of the old motor, i.e. its depreciated value, giving away the old motor to Government as in alternative A and the Government in its turn to replace the old motor of 25 cycles with a brand new one of 50 cycles, fully at Government cost. This proposal appeared to please a large number of consumers.

It would be interesting to investigate the correct financial implications of the two alternatives from the point of view of Government interests.

Let P_1 = the cost of any old motor

X = the ratio of $\frac{\text{its present cost for replacement}}{\text{its old cost of motor}}$

P_2 = its present cost

so that $P_2 = X \times P_1$

N = number of years the motor has been in use.

Now as per alternative (A) Government would have to pay, assuming 15 years as the life of a motor, which is about correct and as is probably given with their income-tax returns

$$D = \frac{P_1}{15} \times (15 - N)$$

The consumers have been told by a Government order not to buy any 25 cycle motor, in 1941 or say about 5 years back so that we have now to pay for the undepreciated value for a period of zero to 10 years maximum or an average of 5 years only. Therefore payment by Government would be

$\frac{P_1}{15}(15 - 10) = \frac{P_1}{3}$ or 1/3 of the old value of the motor under the reasonable assumption as above regarding the useful period of motor for which we have to pay.

As per alternative (B) Government would have to pay the cost of the new 50 cycle motor $= P_2 = X \times P_1$. It receives in turn the value of the old motor for the period for which he has already utilised it i.e. $P_1 \times \frac{5+5}{15} = \frac{2}{3} P_1$

i.e. a net payment by Government $X \times P_1 - \frac{2}{3} P_1$

Now the approximate cost of a new motor is very likely to be double that of the old value i.e. $P_2 = 2P_1$ i.e. $X = 2$ Therefore net payment by Government on this assumption would be $2P_1 - \frac{2}{3} P_1 = 1\ 1/3\ P_1$ or 1 1/3 times the cost of the old motor, as against $\frac{P_1}{3}$ only as per alternative (A). It may be admitted that the above are only approximations but the assumptions made are reasonable in the extreme. Under any circumstances, the two expressions clearly show that the alternative (B) will cause a definite loss and is clearly very much to the disadvantage to Government by the margin of unnecessarily paying an extra cost to the consumer equivalent to the old value of the motor

viz., $1\ 1/3\ P_1 - \frac{P_1}{3} = P_1$

The alternative (B) may not therefore be agreed to and it would be best if another meeting is convened and a suitable decision arrived at.

K.J. Shi.

21

ELECTRICAL DEPARTMENT.

OFFICE OF THE CHIEF ELECTRICAL ENGINEER
TO THE GOVERNMENT OF MYSORE,
BANGALORE.

U.O. No. 3125-7

Date 10th May 1946.

one file & papers.

File No. 194

Serial No.

SECRETARY TO GOVERNMENT
Date 16/5
H. ELECTL & RYS

Subject:- Frequency Conversion.

Returned with compliments to the Secretary to Government, Electrical Department.

The quotation from page 6 of the draft proceedings is without context. I would invite kind reference of the Secretary to to the ending sentence of the paragraph from which the quotation is taken. I have stated that "all the representatives of the various mills agreed to have this view placed before the Board of Directors of respective concerns and they requested Government to issue a communication in writing to them for being placed before the Board of Directors." Thus it will be seen that the proceedings, as reported by me, are correct.

With regard to the Note (Flag G), I have to state that this has been probably based on the understanding that the tentative proposal made by me under 2 (iii) on page 7 of the Memorandum on Conversion of Frequency, forwarded with my letter No.1056-7 dated 17th April 1946, was an equitable one and conclusions have been drawn comparing the two, one as proposed by me in the above Memorandum and the other that was proposed by Mr.M.L.Narasimaiengar at the meeting on Friday the 3rd instant. I invite the Secretary's kind reference to the last sentence of the para on page 7, wherein I have mentioned definitely that while I have proposed the arrangements as mentioned above, it may not be acceptable to the consumers. Therefore the conclusions drawn in the Note (flag G) are based on inequitable propositions and therefore the results cannot govern the decision to be arrived at.

Ref →

P.T.O.

No detailed investigation is necessary to prove that the proposition as set forth by me tentatively is less costly to Government than the one that was proposed by Mr.M.L.Narasimaiengar. It is obvious, but I have given sufficient reasons in my Memorandum dated 17th April 1946 that from precedence and equity the consumers have a moral right to demand from Government the payment of entire cost of conversion, as the same is being done at the instance of Government. There have been court decisions and practice in the neighbouring province that when ~~this~~ such conversions have taken place, the suppliers have had to replace the entire equipment at their cost to suit the new supply frequency and voltage. Hence I feel that the proposition put forward by Mr.M.L.Narasimaiengar, even though costlier to Government than what was proposed by me tentatively with a proviso that it would not be acceptable to the consumers, is the most advantageous one to Government taking into consideration the practice in the neighbouring province and also in England when the standard frequency of 50 cycles was adopted.

Hence I feel that it is desirable and economical and advantageous to accept this proposition as now put forward, and even if some of the Companies do not agree to this proposition, we may force them to accept this decision on an equitable basis. I feel that any attempt to alter this hoping to gain advantage may result in much more expenditure to Government. Further the cost of 25 cycle motor being nearly 25 to 50 per cent higher than 50 cycle motors of equivalent capacity reduces to a large extent the increased prices payable by Government as brought out in the Note prepared by the Secretary, Electrical Department.

MH-CSC.

Chief Electrical Engineer.
18/5

Elecl 192-45-4 Elecl 192-45-R

Telegrams:-"GOMED"

MR. M. HAYATH, B.E. (MECH.), B.S.E.E.,
GENERAL SUPERINTENDENT.
Chief Electrical Engineer.

D. O. No. 80

Telephone No. {OFFICE: 2416 RESIDENCE: 2014
Chief Elecl. Engr.
OFFICE OF THE GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME.

BANGALORE, 23rd JULY 1946
(S. INDIA) 24.7.46

ELECTRICAL DEPARTMENT GOVT OF MYSORE
ELECTRICAL DEPT. BANGALORE 25/7/46

MD 10/7/47 225

Dear Mr. Joshi, I.C.S.

Frequency Conversion.

I wish to invite your kind reference to correspondence ending with my D.O.No.10 dated 3rd July 1946, and request you to kindly obtain and communicate very early orders of Government in this behalf.

Large consumers throughout the State have been frequently reminding me to let them know the final decision of Government in this behalf, to enable them to proceed with the planning of the proposed conversion, and it is impossible for me to give them a definite reply until final orders of Government are received in this behalf.

Further, conversion in the Davangere area is to be effected in the near future if power supply at Ujjini is to be made available from the promised date to the Government of Madras. Unless immediate orders are received, it would be difficult for me to take further action in this behalf, and unless immediate action is taken, power supply to Ceded Districts will have to be correspondingly delayed.

I request that in order to enable me to proceed with this

P.T.O.

24 155

work expeditiously in the interest of all concerned, very early orders of Government may kindly be obtained and communicated.

Yours sincerely,

K. D. Joshi, Esq., M.A., B.E.,
Secretary to Government,
Electrical Department,
BANGALORE.

MH:KS.

Fin Secy
n/e.

Fav of immediate disposal of the file pending with him for some time.

674
25/7

Sheets we)

Immediate

25

Appendix F. G.—1]

SUBJECT Frequency Conversion

Section Elec

File No. 192-45

Serial No. 5.

Diary No. of letter replied to 155

Urgent

No: 8DS520/Elect 192-45-5
dated 23rd August 1946.

General and Revenue Secretariat

( )

the 194 .

To. The Chief Electrical Engineer, Bangalore

Date of issue 23rd August 1946.

Signed by M. P. Krishnaraju

Sir,

With reference to correspondence ending with your R.O. letter No. 80 dated the 23rd/24th July 1946 on the above subject, I am directed to request to be informed whether the 25 cycle motors will be taken over by the Dept, if the consumers are reimbursed the un-depreciated value of the 25 cycle motors and whether it is the pre-war

List of enclosures

Copied by

Examined by

undepreciated value that is to be paid to the consumers. I am to state that there are cases elsewhere – outside Mysore – where a public authority or a private electric company has changed its current from D.C. to A.C, and that in such cases a change in fans, refrigerators, radios etc – has been necessitated. I am to request to be informed whether there has been any case of compensation being paid to the owners of these electric goods.

A very early reply is requested.

I have the

KW 22/8/46

Secretary to Govt,
Electrical Dept.

17/8

Elecl 192-45-6a

TELEPHONE No. 2110
No. 6317
ENCLO.
TELEGRAPHIC ADDRESS:
'GOMED'

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,
Bangalore, 26th August 1946.
(~~MYSORE, S. INDIA.~~)
27.8.46

The Secretary to Government,
Electrical Department,
Bangalore.

S i r,

Subject:- Frequency Conversion

With reference to your letter No.E.D.S.520/Elecl. 192-45-5 dated 23rd August 1946 on the above subject, I have the honour to state that in the proposition which was put forth at the Meeting held on Friday the 3rd May 1946 with the consumer, as contained on page 6 of the proceedings forwarded by me in my letter No.4241 dated 9th May 1946, it was tentatively accepted that Government will arrange for supply of a new motor suitable for 50 cycles and obtain from the consumer the old motor and the depreciation amount allowable by the consumer in accordance with the rate allowed for income-tax purposes from the date of its being put into service. Therefore, the depreciation amount that will be available for transfer to Government by the consumer will be at the rate at which the motor was purchased at the time it was put into service, and therefore the question of paying the consumer undepreciated value of the 25 cycle motor does not arise.

With regard to the cases elsewhere and the procedure adopted in similar circumstances, I have to invite your kind reference to page 5 and 6 of Memorandum on Conversion of Frequency in Mysore State, forwarded with my letter No.1056-7 dated 18th April 1946, wherein the procedure adopted by the Madras Electric Supply Corporation when they changed over from D.C. to A.C. and also the procedure adopted by the Government of Madras when change-over was effected in Coimbatore and also the procedure adopted in England when standard -

P.T.O.

frequency was adopted by the Electricity Commission, have been detailed out.

I have the honour to be,
Sir,
Your most obedient servant,

MH:KS.

Chief Electrical Engineer.

Elect 192-45-9 30

Telegrams:—"GOMED"

MR. M. HAYATH, B.E., (MECH.), B.S.E.E.
Chief Electrical Engineer.

Telephone No. { Office: 2416
Residence: 2014

OFFICE OF THE CHIEF ELECTRICAL ENGINEER
TO THE GOVT. OF MYSORE.

ELECTRICAL DEPARTMENT GOVT OF MYSORE

D. O. No. 466
one list

BANGALORE 6th Nov: 1946
(S. INDIA) 7.11.46

837
7.11.46

Dear Mr. Ramakrishna,

FREQUENCY CONVERSION.

With reference to our conversation the other day on the above subject, I am enclosing herewith a list showing the motors that are in service in the Davangere area, for your information, as desired.

I hope the details made available are adequate for your requirements.

Yours sincerely,

6/11

R. Ramakrishna, Esq., M.Sc., E.E., etc.,
Secretary to Govt. of Mysore,
Electrical Department,
BANGALORE.

MH-CSC.

Encl.s. One List.

File along with other Papers on Frequency Conversion.
RR 7/11.

7/11

A B S T R A C T -- Motors at Bhadravathi Section.

No.of - High Speed. Motors.	N a m e.	No. of Low Speed Motors.		
44	Cotton Mills.	48		
50	Vanaspati Ltd.,	46		
61	Kirloskar Ltd.,	18		
49	B.T.H.	88		
33	Crompton Parkinson.	22		
18	Brooks.	24		
2	G.E.C.	15		
2	L.S.E.	14		
3	E.E.C.-	8		
4	Brown Boveri.	5		
4	Ganz.	2		
-	Siemen's.	7		
1	A.C.E.C.	3		
1	G.E.	3		
272	+	303	=	575.
11	Miscellaneous Make.	21	=	32.
283.	Grand Total.	324	=	607

RSK/NLR/-

Chief Electrical Engineer
to the Government of Mysore

GOVERNMENT OF MYSORE. ELECTRICAL DEPARTMENT.

Number of different motors installed at Bhadravati Section.

High Speed.				Low Speed.		
H.P. 1	R.P.M. 2	No. of Motors 3	Name of the company 4	H. P. 5	R. P. M. 6	No. of Motors 7
			COTTON MILLS			
3	1380	1	A. E. G.	2	701	2
4.5	1400	1	"	2.75	690	10
5	1430	2	"	3	710	1
8	1435	1	"	3.5	700	1
10	1440	1	"	5	750	15
11	1450	28	"	7.5	710	1
11.5	1445	1	"	8	710	1
			"	14	710	1
			"	40	710	1
5	1440	2	B. T. H.	3	715	3
10	1440	1	"	5	720	7
11	1440	2	"	6	750	1
12	1440	1	"	50	730	1
10	1500	2	Brooks.	40	750	1
11	1440	1	V. M. S. Coimbatore.	3	750	1
			Brown Boveri.	8	720	1
		44	T o t a l.			48
			VANASPATI LTD.			
3	1410	5	B. T. H.	3	700	2
10	1425	1	"	10	715	2
15	1435	1	"	15	730	1
20	1430	2	"	20	720	1
30	1430	2	"	25	720	1
0.75	1500	1	Brooks.	1	500	1
1	1500	2	"	5	500	2
3	1400	1	"	7.5	500	2
5	1440	2	"	10	500	1
15	1440	1	"	40	750	1
0.5	1380	1	E.E.C.	5	710	9

1	2	3	4	5	6	7
1	1380	1	E. E. C.	7.5	710	1
1.5	1445	1	"	10	470	7
4	1425	7	"	15	720	5
5	1410	6	"	25	725	1
7.5	1425	1	"	30	725	1
10	1420	1	"	215	727	1
15	1430	2	"	-	-	-
20	1465	2	"	-	-	-
-	-	-	L. S. E.	1	700	1
-	-	-	"	3	710	1
-	-	-	"	5	710	1
-	-	-	"	15	720	1
1	1420	1	Crompton Parkinson.	-	-	-
3	1430	1	"	-	-	-
3.5	1440	1	"	-	-	-
5	1440	3	"	-	-	-
10	1440	1	"	-	-	-
15	1440	1	"	-	-	-
20	1460	1	"	-	-	-
-	-	-	Higgs.	10	710	1
-	-	-	G. E. C.	25	720	1
3	1440	1	N.E.Coimbatore.	6	720	1
		50	Total.			46

KIRLOSKAR LTD.

¼	1425	1	Westing House.	1	202	1
¾	1440	17	"	-	-	-
1.5	1440	12	"	-	-	-
2	1440	7	"	-	-	-
5	1435	1	"	-	-	-
7.5	1425	1	"	-	-	-
25	1440	1	"	-	-	-

===

1	2	3	4	5	6	7
1/2	1440	1	B. T. H.	1	670	2
2	1405	2	"	-	-	-
2	1440	1	E.E.Co.,	1	720	2
5	1440	1	"	6	705	1
1	1420	2	Crompton Parkinson.	1	700	2
5	1440	2	"	-	-	-
1/4	1425	1	Master Electric Co.,USA.	1	1	1
3	1440	5	" Electric Co.,	-	-	-
1	1440	2	Brown Boveri.	-	-	-
20	1410	1	Brooks.	0.75	750	2
-	-	-	Brooks.	5	750	3
1	1440	2	United Electric Co.,	0.5	750	1
-	-	-	Metro Politon.	7.5	715	1
-	-	-	BullMotor England.	18.5	720	1
1	1275	1	Star Electric Motor.	-	-	-
		61	T o t a l.			18
			B. T. H.			
1	1405	1	"	1	670	3
2	1405	2	"	2	680	4
3	1410	13	"	3	715	6
5	1410	7	"	5	715	8
10	1425	12	"	10	715	24
11	1440	1	"	15	730	9
15	1435	5	"	16	730	4
20	1435	3	"	20	720	9
30	1430	3	"	25	720	14
50	1460	1	"	30	720	2
116	1455	1	"	35	720	1
				40	715	3
				50	730	1
		49	T o t a l.			88

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1	2	3	4	5	6	7
			CROMPTON PARKINSON.			
1/2	1400	1	"	1/2	710	2
3/4	1460	1	"	3/4	700	1
1	1425	8	"	1	700	5
2½	1450	2	"	1½	720	1
3	1430	4	"	2½	710.	2
3¾	1430	1	"	3	720	3
5	1440	9	"	3½	715	1
8	1440	1	"	3¾	720	1
10	1440	1	"	5	715	1
12.5	1440	2	"	10	710	2
20	1460	1	"	15	715	1
25	1450	2	"	25	725	1
				30	710	1
		33	T o t a l.			22
			BROOKS.			
3/4	1500	1	"	3/4	750	2
1	1440	3	"	1	500	1
2	1500	1	"	2	700	1
3	1500	3	"	2.5	750	1
5	1440	2	"	3	720	2
10	1500	5	"	5	750	4
15	1500	2	"	7.5	750	3
30	1410	1	"	10	750	3
				12.5	755	1
				20	756	2
				30	750	1
				40	750	3
		18	T o t a l.			24

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1	2	3	4	5	6	7
			G. E. C.			
7½	1440	1	"	10	700	3
60	1460	1	"	15	720	3
				25	725	5
		2		40	720	3
				50	725	1
		2	Total.			15
			L. S. E.			
7.5	1440	1	"	1	700	1
30	1400	1	"	5	710	3
				10	720	2
				15	720	3
				20	720	1
				25	720	3
				30	720	1
		2	Total.			14
			E. E. C.			
1	1410	1		1	720	2
2	1440	1		5	700	4
15	1440	1		6	705	1
				7.5	710	1
		3	Total.			8
			BROWN BOVERI			
½	1400	1		5.5	710	1
1	1440	2		8	720	1
3	1430	1		10	720	1
				15	725	1
				20	720	1
		4	Total.			5

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1	2	3	4	5	6	7
			GANZ.			
1.8	1440	2	"	8	725	1
2.5	1440	1	"	10	720	1
10	1440	1				
		4	Total.			2
			SIEMEN'S.			
				1	635	2
				2	670	1
				3	670	1
				5	680	1
				6	680	1
				10	685	1
		-	Total.			7
			A.C.E.C.			
15	1490	1		3/4	692	1
				1.5	920	1
				14	715	1
		1	Total.			3
			G. E.			
3	1415	1		20	715	1
				60	750	2
		1	Total.			3
			~~MISCELLANEOUS.~~			
~~30~~	~~1500~~	~~2~~		~~15~~	~~720~~	~~1~~
		272	Grand total of above Motors.			303

6/41

Chief Electrical Engineer.

RS./MLR/-

GOVERNMENT OF MYSORE. ELECTRICAL DEPARTMENT.

Motors of Miscellaneous Make at Bhadravathi Section.

H.P.	R.P.M.	No.of Motors.	Name of the concern.	H.P.	R.P.M.	No.of motors.	Name of the concern.
		HIGH SPEED.				LOW SPEED.	
30	1500	2	Mather & Plat	15	720	1	A.E.C.
3	1425	1	A.E.G.	3	700	3	A.E.C.
3	1425	1	Sampson	1.8	660	1	Garbe Lahmeyer
20	1450	1	Westing House	40	720	3	Metro Vickers.
3	1370	2	Poull S.G.	30	720	3	-do-
3	1441	1	L.M.B.	10	725	1	Westing House
3	1425	1	N.Western Co.,	1	705	1	A.E.G.
10	1440	1	Kirloskar.	5	700	1	Sampson
1	1360	1	Garbe Lahmeyer.	15	715	1	-do-
				5	705	1	A.E.G.
				25	710	1	Bruce Peebles.
				2.75	710	1	A.E.G.
				15	715	1	Bruce Peebles.
				10	715	1	Sandy Craft.
				1.5	720	1	Emerald Elc.Co.
		11	Total.			21	

RSK/NLR/-

Chief Electrical Engineer.

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NO EAS 1519-21
Dated 6-12-46.

From

The Secretary to Government
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer,
Bangalore.

Sir,

Sub:- Scheme for frequency conversion from 25 to 50 Cycles.

With reference to correspondence ending with your letter No.6317 dated 26th/27th August 1946 on the above subject, I am directed to convey the approval of Government, in the circumstances reported, to the following terms in connection with the conversion of consumers' 25 cycle equipment to 50 cycles under the Frequency Conversion Scheme sanctioned in Govt. Order No.EDS. 252-315 dated the 3rd August 1939:-

I) In cases of individual consumers (other than limited liability companies) whose installed capacity is less than 50 H.P., Government ~~to~~ will bear the whole cost of conversion.

II) In all other cases, the following procedure may be adopted:-

a) In the case of motors which can be reconnected suitably and used with appropriate alterations in the pulley sizes and belts, the cost of conversion shall be fully borne by Government.

b) In cases of motors that can be re-wound to suit 50 cycle supply, the cost of conversion shall be borne equally by the consumer and Government.

6/12/8

c) In the case of motors requiring complete replacement:-

i) Government shall take over the existing 25 cycle motors of the consumers;

ii) Government are to receive from the consumers, amounts equivalent to the depreciation value of the 25 cycle motors, such depreciation being based on the rate prescribed in the Mysore Income-tax Act (v) of 1923 as amended from time to time, and

iii) Government, in exchange of the 25 cycle motors and the depreciation amount mentioned in items (i) and (ii) above, shall supply the consumers with new motors of 50 cycles.

2. I am to request, in this connection, that the notifications proposed to be issued by you to the various consumers, may be kindly forwarded for approval of Government, before issue.

I have, etc.

RR

O/C

Secretary to Government,
Elecl. Dept.

Submd. for approval.
Min. P.W.). RR.
29.XI.46.

Copy of the above is forwarded with compliments to the Comptroller to Government (through the Financial Secretariat) for information.

Copy of the above is forwarded to the Auditor, Elecl. Dept. for ~~his~~ information.

29/11

O/C

Secretary to Govt.
Elecl. Dept.

RR.HN.TDC.
29-11-'46.

40

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

General and Revenue Secretariat.

No. EDS 1579/Fecal 192-45-10. *Dated Bangalore,* 6th December 1946

FROM

The Secretary to the Government of His Highness the Maharaja of Mysore.

Electrical Department, Bangalore.

To

The Chief Electrical Engineer
to the Government of Mysore,
Bangalore.

Subject:- Scheme for frequency conversion from 25 to 50 Cycles.

Sir,

With reference to correspondence ending with your letter No.6317 dated 26th/27th August 1946 on the above subject, I am directed to convey the approval of Government, in the circumstances reported, to the following terms in connection with the conversion of consumers' 25 cycle equipment to 50 cycles under the Frequency Conversion Scheme sanctioned in Government Order No.EDS.252-315 dated the 3rd August 1939:-

(I) In cases of individual consumers (other than limited liability companies) whose installed capacity is less than 50 H.P. Government will bear the whole cost of conversion.

(II) In all other cases, the following procedure may be adopted:-

(a) In the case of motors which can be reconnected suitably and used with appropriate alterations in the pulley sizes and belts, the cost of conversion shall be fully borne by Government.

(b) In cases of motors that can be re-wound to suit 50 cycle supply, the cost of conversion shall be borne equally by the consumer and Government.

(c) In the case of motors requiring complete replacement,

(i) Government shall take over the existing 25 cycle motors of the consumers;

(ii) Government are to receive from the consumers, amounts equivalent to the Depreciation value of the 25 cycle motors, such depreciation being based on the rate prescribed in the Mysore Income-tax Act (V) of 1923 as amended from time to time, and

(iii) Government, in exchange of the 25 cycle motors and depreciation amount mentioned in items (i) and (ii) above, shall supply the consumers with new motors of 50 cycles.

I am to request, in this connection, that the notifications

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notifications proposed to be issued by you to the various officers, may be kindly forwarded for approval of Government, before issue.

I have the honour to be,
Sir,
Your most obedient servant,

Sd. R. Ramakrishna
Secretary to Government,
Electrical Department.

A.N.6th

No.EDS.1520/Accl 192-45-10 Dated Bangalore, 6th December 1946

Copy of the above, is forwarded, with compliments, to the Comptroller to Government (through the Financial Secretariat) for information.

Sd. R. Ramakrishna,
Secretary to Government,
Electrical Department.

A.N.6th

No.EDS.1521/Accl 192-45-10. Dated Bangalore, 6th December 1946

Copy of the above, is forwarded, to the Auditor, Electrical Department, for information.

Secretary to Government,
Electrical Department.

A.N.6th

Immediate

4

Appendix F. G.—1]

SUBJECT Scheme for Frequency Conversion from 25 to 50 Cycles.

Diary No. of letter replied to 374

General and Revenue Secretariat

( )

the 194

Date of issue 10.12.1946

Signed by Mr. P. Ramakrishna

List of enclosures

Copied by

Examined by

Section, Elect.

File No. 192-45.

Serial No. 11

No. EDS 1571 dt 10th Dec 1946.

To.

The Chief Electrical Engineer
Bangalore

Sir,

In continuation of this office letter No. EDS 1519/Elect 192-45-10 dated the 6th December 1946 on the above subject, I am directed to invite a reference to this office letter No. E.D.S. 2286 dated the 3rd June 1946 ~~enclosing the draft of a~~ forwarding a Press Note ~~on the above subject~~ and to

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State that in accordance therewith, the consumers who took power from the Electrical Department on or after 1st May 1946 should instal equipment so as to be suitable for both 25 and 50 cycles. Therefore ~~and~~ if ~~they~~ such consumers should instal equipment only suitable for 25 cycles only, the entire cost of conversion when the supply frequency is altered to 50 cycle ~~in the area referred to herein (viz Devangere and north of Bhadravathi area)~~ has to be borne by the consumers. ~~In the above circumstances, the consumers who have installed equipment only suitable for 25 cycle power after 1st May 1946 will not be eligible for the concessions mentioned in letter No EDS.15.19/Elect 192-41-46 dated the 6th December 1946~~ ~~and~~ I request that this point may be ~~kindly made clear to the consumers.~~

~~Thanking the~~

This may kindly be kept in view while drafting the notification referred to in the last para of ~~the~~ letter No EDS.1519/Elect-192-41-46 d. 6th Dec. 46

Secretary to Govt
The Dept

Sm 7/12

7.12.46

RK 9-12

Immediate

No. E.D.S. 1571/Elecl 192-45-11
Encls.

ELECTRICAL SECRETARIAT. 44

Dated Bangalore, 10th December 1946.

FROM

The Secretary to the Government of Mysore,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer
~~The General Superintendent~~
~~Cauvery Power Scheme~~
Bangalore.

Subject:- Scheme for Frequency conversion from 25 to 50 Cycles.

S i r,

In continuation of this office letter No.EDS.1519/Elecl.192-45-10 dated the 6th December 1946 on the above subject, I am directed to invite a reference to this office letter No.EDS.2286 dated the 3rd June 1946 forwarding a Press Note and to state that in accordance therewith, the consumers who took power from the Electrical Department on or after 1st May 1946 should instal equipment so as to be suitable for both 25 and 50 cycles. Therefore, if such consumers should instal equipment ~~only~~ suitable for 25 cycles only, the entire cost of conversion when the supply frequency is altered to 50 cycles has to be borne by the consumers. This may kindly be kept in view while drafting the notification referred to in the last para of letter No.EDS.1519/Elecl.192-45-10 dated 6th December 1946.

I have the honour to be,
S i r,
Your most obedient servant,

Secretary to Government,
Electrical Department.

A.N.10th/2

Elecl 192-45-12 45

TELEPHONE No. 2110.

IN REPLY REFER NO. 17886. ENCLO. One

TELEGRAPHIC ADDRESS:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Bangalore, 14th December 1946.
(MYSORE, S. INDIA.)
18/12

SECRETARIAT
BANGALORE
No. 1163
Date 18.12.1946

The Secretary to Government,
Electrical Department,
Bangalore.

Sir,

Scheme for Frequency Conversion from 25 to 50 cycles.

With reference to correspondence ending with your letter No.EDS.1571/Elecl.192-45-11 dated 10th December 1946 on the above subject, I have the honor to enclose herewith a Draft Notification proposed to be issued in this behalf for favour of obtaining and communicating approval of Government therefor.

I have the honor to be,

Sir,

Your most obedient servant,

Chief Electrical Engineer. 18/12

MH-Alnr.

GOVERNMENT OF MYSORE. ELECTRICAL DEPARTMENT.

PRESS NOTE DATED 1946.

FREQUENCY CONVERSION.

The attention of all concerned is invited to the Press Notes issued from time to time by Government giving expression to their intention to convert the supply frequency throughout the State, except Kolar Gold Fields, from 25 to 50 cycles. Power from the Generating Station at Jog at 50 cycles is expected to be available at Bhadravati during the early part of next year and the frequency of supply in Bhadravati area covering Shimoga and Chitaldrug Districts has to be changed from 25 to 50 cycles during the course of 1947 and conversion in other areas will be taken up during 1948-50. ~~towards Bangalore and Mysore.~~ Government have been pleased to direct the adoption of the following procedure in respect of this Conversion:-

A. Equipment installed on or after 1st May 1946.

As per Press Note issued during June 1946, the power supply by the department has been arranged on the specific understanding that on or after 1st May 1946 the consumers of electricity should instal equipment suitable for both 25 and 50 cycles. Such of those who instal motors suitable only for 25 cycles will have to bear all cost of conversion when 50 cycle supply is made available in their area. Therefore, such of those consumers who have taken service on or after 1st May 1946 will kindly take notice that the supply frequency in Bhadravati area covering Shimoga and Chitaldrug districts will be changed from 25 to 50 cycles during 1947. Therefore, they should make early arrangements to obtain appropriate equipment for utilising 50 cycle power to be made available. Failure to obtain equipment will entail disconnection of service without prejudice to the claim of the department accruing from the Agreement entered into by the Consumer with the Department.

B. Equipment installed before 1st May 1946.

I. In case of individual consumers, other than Limited Liability Companies, whose installed capacity is less than 50 H.P., the Electrical Department will bear the cost of conversion. The conversion will be

P.T.O.

effected either by alteration of the speed of the Motor or reminding the Motor to suit the 50 cycle supply to be made available or replacing the 25 cycle motors by suitable motors, in case reconnection or reminding is not possible. The consumer will have to accept the arrangements made by the Department to make the equipment suitable for 50 cycle supply so long as it is technically pronounced as correct by the Chief Electrical Engineer whose decision in this behalf will be final.

II. In all other cases, the following procedure will be adopted:-

(a) In the case of motors, which may be reconnected suitably and used with appropriate alterations in the pulley sizes, the cost of conversion will be fully borne by the department.

(b) In cases of motors that can be rewound to suit the 50 cycle supply, the cost of conversion will be borne equally by the consumer and the department.

(c) In the cases of motors requiring complete replacement -

(i) the department will take over the existing 25 cycle motors of the consumers,

(ii) the department is to receive from the consumers amounts equivalent to the depreciation value of the 25 cycle motors, such depreciation being based on the rate prescribed in the Mysore Income-Tax Act (V) of 1923, as amended from time to time,

(iii) the department, in exchange of 25 cycle motors and the depreciation amount mentioned in items (i) and (ii) above, will supply to the consumers new motors of appropriate sizes suitable for 50 cycle supply made available.

The department will examine the number of motors in service in each installation and intimate their decision to the owners of the installation as to the number of motors that fall into each one of the above categories. Their decision in this behalf will have to be accepted as final.

In case the owners of installations desire to replace by 50 cycle motors such of the motors that fall into categories (i) and (ii), the department is liable to pay to the owners of the installations only such estimated amount as is likely to be incurred in effecting the conversion as suggested here. The balance of the amount will have to be borne by the owners of the installations.

In effecting this conversion, while the department will take all reasonable precautions to see that the conversion is effected in as satisfactory a manner as practicable, causing least amount of inconvenience to the consumers, but the co-operation of the consumers in effecting partial or total interruption, as the case may be, to the installation for as short

a period as practicable, is requested. The department cannot undertake any responsibility for the loss incurred during the period of interruption or damage to the equipment after conversion takes place, except as follows:-

1. In the case of motors, which are reconnected for use of 50 cycles at higher speed, the Manufacturers' letter addressed to the department intimating that the motor in question is capable of being operated at 50 cycle supply should be considered by the consumers as adequate guarantee for satisfactory operation of the particular motor at 50 cycles.

2. In cases of motors that are to be rewound, the department will arrange for the rewinding of the motors within the State and the guarantee to be given to the consumer will be the guarantee that is obtained from the Organisation which is entrusted with the work of rewinding the motors.

3. With regard to the motors that are to be completely replaced, the guarantee to be given by the suppliers will be handed over to the consumer for his benefit.

The Officers of the department have been directed to furnish such additional information that may be required by the consumers and they may kindly approach the Superintendents of Sections concerned for clarification of any of the above points. For any further information that is not furnished by the Superintendents, as required by the consumers, the undersigned will be glad to furnish the same on request.

Chief Electrical Engineer
to the Govt. of Mysore.

Bangalore,
18-12-46.
MH-CSC.

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PRESS NOTE.

FREQUENCY CONVERSION.

1. The attention of all concerned is invited to the Press Notes issued by Government from time to time giving expression to their intention to convert the supply frequency from 25 to 50 cycles throughout the State except Kolar Gold Fields. This change has to be effected in Bhadravati area covering Shimoga and Chitaldrug Districts during the year 1947 and in other areas during 1948-50.

2. As notified already by Government in Press Note issued during June 1946, it is required that motors installed on or after 1st May 1946 should be suitable for both 25 and 50 cycles. Such of the consumers as have not adhered to the above instructions should arrange to obtain at their own cost appropriate equipment in time for utilising 50 cycle power to be made available. Failure to do so will entail disconnection of service without prejudice to the claim of the department accruing from the agreement entered into by the consumer with the department.

EQUIPMENT INSTALLED BEFORE 1ST MAY 1946.

3. In case of individual consumers, other than limited liability Companies, whose installed capacity is less than 50 H.P., the Electrical Department will bear the cost of conversion, the mode of conversion being left to the choice of the Department.

4. In all other cases the following procedure will be adopted:-

a) In case of motors where reconnection is possible with appropriate changes in the size of pulleys, etc., the entire cost of conversion will be borne by the Department.

b) In case of motors requiring rewinding to suit 50 cycles, the cost of conversion will be borne equally by the consumer and the Department.

NOTE:- If in cases of installations falling under catagories (a) & (b) above, the owners desire replacement of their 25 cycle motors by 50 cycle motors, the department is liable to pay to the owners only such estimated amount as is likely to be incurred in effecting the conversion as suggested above, the balance of cost being borne by the owners.

c) In case of motors requiring complete replacement:-

i. the department will take over the existing 25 cycle motors, and

ii. the consumers have to pay to the Department amounts equivalent to the depreciation value of the above motors calculated at the rate prescribed in the Mysore Income Tax Act (v) of 1923 as amended from time to time.

iii. The department will supply to the consumers new motors of appropriate sizes suitable for 50 cycle power supply.

5. In order to effect this conversion a partial or total interruption of power supply would be inevitable but the department will

will take all reasonable precautions and steps to see that the inconvenience caused to the consumers is a minimum. It is hoped that the consumers will extend to the department their whole-hearted co-operation.

6. For any loss that a consumer may sustain during the period of interruption or due to damage to ~~the~~ his equipment after the conversion is effected, the department cannot be held responsible beyond the guarantee to be given by the manufacturer or firm or supplier of the ~~[illegible]~~ motors as the case may be in the three cases (a), (b) and (c), detailed above.

7. Any additional information or further clarification needed on the above points may be had from the Superintendents of Sections of the department, or from the Chief Electrical Engineer.

Chief Electrical Engineer.

RCL.
3/1/47.

HW.

Inward 52

Appendix F. G. [illegible]

SUBJECT Press Note to be issued in connection with the Frequency Conversion Scheme from 25 to 50 cycles.

Section Elect.

File No. 192-45

Serial No. 13

Diary No. of letter replied to.....

No. E.D. 1 / 18 12 bis.

General and Revenue Secretariat

( )

the 194

To.

The Chief Electrical Engineer Bangalore

Date of issue 6. 1. 47.

Signed by Mr R. R.

P.U.E.

Sir,

With reference to your letter No. 17886 dated the 14th/18th December 1946 on the above subject, I am directed to send ~~return~~ herewith a copy of the ~~slightly~~ modified draft of the Press Note, duly approved by Govt, in connection with the Frequency Conversion

List of enclosures.....

Copied by.....

Examined by.....

scheme from 25 to 50 cycles, and to request that ~~early~~ further action may be taken in the matter at an early date.

LPI

I have etc

RL. 6.1.47

Secretary to Govt.

for Electrical Department.

6.1.47.

Immediate

ELECTRICAL SECRETARIAT,

No. E.D.S. 1812/Elect 192-45-13. Bangalore, 6 ~~December 1946~~ 5th January 1947.
Ends. Ens

54

From

The Secretary to Government,
Electrical Department,
Bangalore.

To *The Chief Electrical Engineer*
to the Government of Mysore,
Bangalore.

Subject:- Press Note to be issued in connection with the Frequency Conversion Scheme from 25 to 50 cycles.

S i r,

With reference to your letter No. 17886 dated the 14th/18th December 1946 on the above subject, I am directed to send herewith a copy of the modified draft of the Press Note, duly approved by Government in connection with the Scheme for Frequency Conversion ~~Schema~~ from 25 to 50 cycles and to request that ~~early~~ further action may be taken in the matter at an early date.

I have the honour to be,
S i r,
Your most obedient servant,

O/c R.R. 6/1/47
Secretary to Government,
Electrical Department.

A.N.6th

Ltr.

No. E.D.S.
Encls.

ELECTRICAL SECRETARIAT.

Dated Bangalore, ...194

FROM

The Secretary to the Government of Mysore,
Electrical Department,
Bangalore.

To

The General Superintendent,
Jog Project,
Bangalore.

Draft Press Note proposed to be issued in connection with the Frequency Conversion Scheme.

The attention of all concerned is invited to the Press Notes issued by Government from time to time giving expression to their intention to convert the supply frequency from 25 to 50 cycles throughout the State except Kolar Gold Fields. This change has to be effected in Bhadravati area covering Shimoga and Chitaldrug Districts during the year 1947 and in other areas during 1948-50.

2. As notified already by Government in Press Note issued during June 1946, it is required that motors installed on or after 1st May 1946 should be suitable for both 25 and 50 cycles. Such of the consumers as have not adhered to the above instructions should arrange to obtain at their own cost appropriate equipment in time for utilising 50 cycle power to be made available. Failure to do so will entail disconnection of service, without prejudice to the claim of the department accruing from the agreement entered into by the consumer with the department.

EQUIPMENT INSTALLED BEFORE 1ST MAY 1946.

3. In case of individual consumers, other than limited liability Companies, whose installed capacity is less than 50 H.P. the Electrical Department will bear the cost of conversion, the mode of conversion being left to the choice of the Department.

4. In all other cases the following procedure will be adopted:-

(a) In case of motors where reconnection is possible with appropriate changes in the size of pulleys, etc., the entire cost of conversion will be borne by the Department.

(b) In case of motors requiring rewinding to suit

suit 50 cycles, the cost of conversion will be borne equally by the consumer and the Department.

N O T E:- If in cases of installations falling under categories (a) and (b) above, the owners desire replacement of their 25 cycle motors by 50 cycle motors, the Department is liable to pay to the owners only such estimated amount as is likely to be incurred in effecting the conversion as suggested above, the balance of cost being borne by the owners.

(c) In case of motors requiring complete replacement:-

(i) the Department will take over the existing 25 cycle motors, and

(ii) the consumers have to pay to the Department amounts equivalent to the depreciation value of the above motors, calculated at the rate prescribed in the Mysore Income-Tax Act (v) of 1923 as amended from time to time.

(iii) The Department will supply to the consumers new motors of appropriate sizes suitable for 50 cycle power supply.

5. In order to effect this conversion a partial or total interruption of power supply would be inevitable, but the Department will take all reasonable precautions and steps to see that the inconvenience caused to the consumers is a minimum. It is hoped that the consumers will extend to the Department their whole-hearted co-operation.

6. For any loss that a consumer may sustain during the period of interruption or due to damage to his equipment after the conversion is effected, the department cannot be held responsible beyond the guarantee to be given by the manufacturer or firm or supplier of the motors as the case may be in the three cases (a), (b) and (c), detailed above.

7. Any additional information or further clarification needed on the above points may be had from the Superintendents

Superintendents of Sections of the Department, or from the Chief Electrical Engineer.

Chief Electrical Engineer.

* * * * *

Modified draft as approved by Government.

R.R. 6.1.47

Secretary to Government,
Electrical Department.